

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

ARM LTD., a U.K. corporation,

Plaintiff,

v.

QUALCOMM INC., a Delaware corporation,  
QUALCOMM TECHNOLOGIES, INC., a  
Delaware corporation, and NUVIA, INC., a  
Delaware corporation,

Defendants.

C.A. No. 22-1146-MN

**REDACTED - PUBLIC VERSION**  
**(Filed August 16, 2024)**

**DECLARATION OF MICHAEL J. DESTEFANO IN SUPPORT OF ARM LTD.'S  
OPPOSITION TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**

I, Michael J. DeStefano, declare as follows:

1. I am an attorney with the law firm of Morrison & Foerster LLP (“Morrison & Foerster”), counsel for Plaintiff Arm Ltd. (“Arm”) in the above-referenced action.

2. I submit this declaration in support of Arm’s Opposition to Defendants’ Motion for Summary Judgment.

3. Attached hereto as **Exhibit 1** is a true and correct copy of a Qualcomm press release titled, “Snapdragon X Series is the Exclusive Platform to Power the Next Generation of Windows PCs with Copilot+ Today,” dated May 20, 2024.

4. Attached hereto as **Exhibit 2** is a true and correct copy of Defendants’ First Supplemental Responses and Objections to Plaintiff’s First Set of Interrogatories (Nos. 1-4 and 6), dated June 23, 2023.

5. Attached hereto as **Exhibit 3** is a true and correct copy of Defendants' Supplemental and Amended Response and Objections to Plaintiff's First Set of Interrogatories (No. 5), dated October 26, 2023.

6. Attached hereto as **Exhibit 4** is a true and correct copy of an Email from Ziad Asghar to Paul Williamson, dated March 31, 2021.

7. Attached hereto as **Exhibit 5** is a true and correct copy of the deposition transcript of Pradeep Kanapathipillai, taken on December 1, 2023.

8. Attached hereto as **Exhibit 6** is a true and correct copy of the Novation Agreement, dated April 17, 2017, produced by Plaintiffs with Bates number ARM\_01296540.

9. Attached hereto as **Exhibit 7** is a true and correct copy of a Consent Letter, dated June 19, 2015, produced by Plaintiffs with Bates number ARM\_01296542.

10. Attached hereto as **Exhibit 8** is a true and correct copy of the deposition transcript of Simon Segars, taken on November 16, 2023.

11. Attached hereto as **Exhibit 9** is a true and correct copy of the deposition transcript of Christine Cong Tran, taken on December 19, 2023.

12. Attached hereto as **Exhibit 10** is a true and correct copy of an email from a Sender Unspecified to Manu Gulati and Ziad Asghar, dated January 19, 2022, produced by Defendants with Bates number QCARM\_2417783.

13. Attached hereto as **Exhibit 11** is a true and correct copy of the deposition transcript of Ziad Asghar, taken on November 8, 2023.

14. Attached hereto as **Exhibit 12** is a true and correct copy of an excerpt from the Arm Architecture Reference Manual, or the "Arm ARM."



15. Attached hereto as **Exhibit 13** is a true and correct copy of the definition of “embody” from Dictionary.com.

16. Attached hereto as **Exhibit 14** is a true and correct copy of a letter from Spencer Collins of Arm to Ann Chaplin of Qualcomm Inc., dated April 29, 2022, produced by Defendants with Bates number QCARM\_2429057.

17. Attached hereto as **Exhibit 15** is a true and correct copy of a letter from Spencer Collins of Arm to Ann Chaplin of Qualcomm Inc., dated August 2, 2022, produced by Defendants with Bates number QCARM\_01242845.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed this 7th day of August, 2024 at Miami, Florida.

/s/ Michael J. DeStefano

Michael J. DeStefano

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on August 7, 2024, a copy of the foregoing document was served on the counsel listed below in the manner indicated:

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# Exhibit 1



Products ▾

Developer ▾

Support ▾

Company ▾



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PRESS NOTE

# Snapdragon X Series is the Exclusive Platform to Power the Next Generation of Windows PCs with Copilot+ Today

May 20, 2024 SAN DIEGO



## Copilot+ PC



### Highlights:

- Snapdragon X Elite and Snapdragon X Plus are powering the launch of a new category of devices delivering Microsoft Copilot+ PC experiences.
- PCs with Snapdragon X Elite and X Plus deliver, multiple days of battery life, unparalleled performance plus efficiency to accelerate productivity and creativity with unique AI



- The first wave of over 20 Copilot+ PCs powered by Snapdragon X Elite and Snapdragon X Plus were announced today from leading global OEMs including Acer, ASUS, Dell, HP, Lenovo, Microsoft, and Samsung. Devices are available for pre-order now and can be purchased from major retailers starting June 18.

During the Copilot+ [debut](#), Microsoft and global OEMs announced PCs powered by Snapdragon® X Elite and Snapdragon® X Plus – the only devices that are capable of bringing Copilot+ experiences to life today. The leading AI technology and performance efficiency of these platforms will power this groundbreaking new category, as Copilot+ revolutionizes how users interact with their PCs. Together, Qualcomm Technologies, Inc. and Microsoft are taking intelligent computing to the next level and transforming the PC experience.

Qualcomm Technologies is restoring performance leadership to the Windows PC ecosystem with our leading NPU powered by Snapdragon X Elite which delivers the highest NPU performance per watt for [laptops](#), up to 2.6X vs. M3 and up to 5.4X vs. Core Ultra 7<sup>1</sup>. With the integrated Qualcomm® Hexagon™ NPU architecture, it can deliver up to 24 TOPS/watt peak performance in uses cases like Super Resolution<sup>2</sup> and with our leading Qualcomm Oryon™ CPU, Snapdragon X Elite leads in performance per watt, matching competitor peak PC CPU performance at 60% less power<sup>3</sup>.

“It’s a new era for the PC and our collaboration with Microsoft combines the power of Snapdragon X Series with the power of Copilot+ to deliver groundbreaking AI capabilities that are redefining the personal computing experience – all with industry-leading performance and





launched the first Copilot+ PCs exclusively powered by Snapdragon X Series in a variety of form factors and at multiple price points. We're proud to enable this industry shift, which puts Windows PCs at the forefront of technology and allows users to push the boundaries of what's possible across productivity, creativity, and entertainment."

"Copilot+ PCs powered by Qualcomm's Snapdragon X Series deliver performance per watt leadership to the Windows ecosystem while also powering groundbreaking AI experiences and exceptional battery life" said Pavan Davuluri, Corporate Vice President, Windows + Devices for Microsoft. "This is an inflection point for the Windows PC ecosystem, enabled by our deep partnership with Qualcomm. I am thrilled to be able to launch innovative Copilot+ PCs experiences and devices with Snapdragon, including Surface, that have leading performance and energy efficiency."

## Copilot+ Devices Powered by Snapdragon® X Series Processors

Announced May 20

Feedback



**Acer** unveils the **Swift 14 AI**, offering new AI experiences to support everyday computing tasks. Combining the powerful Snapdragon X Series platforms, Copilot+ capabilities in Windows 11, and solutions such as Acer PurifiedView 2.0 and Acer PurifiedVoice 2.0, the Swift 14 AI seamlessly utilizes AI to elevate productivity and creativity. It offers an option with a 2.5K touchscreen display for immersive visuals and stands out with a Copilot+ PC-exclusive design, featuring a unique AI logo on the cover and an Activity Indicator on the touchpad.

- **ASUS** incorporating Snapdragon X Elite and X Plus into the ASUS Vivobook S 15 signifies a paradigm shift in personal computing, delivering unprecedented AI power and efficiency. As a result of integrated 45 NPU TOPS and an unmatched 45W TDP, supported by ASUS IceCool Thermal technology, users will enjoy lightning-fast on-device AI processing, enabling Copilot+ PC next-gen AI-powered features. The ASUS Vivobook S 15 offers more than 18 hours of uninterrupted productivity, despite its 15.6-inch 3K 120 Hz OLED display. All this is combined with a slim form factor and a full set of I/O ports, making it a versatile on-the-go companion. More info about the ASUS Vivobook S 15 is available [here](#).
- **Dell** now offers five new laptops powered by Snapdragon X Elite and Snapdragon X Plus. With a comprehensive portfolio for consumer and commercial, XPS 13, Inspiron 14 Plus, Inspiron 14, Latitude 7455 and Latitude 5455 deliver exceptional speed and AI performance, and groundbreaking battery life to elevate computing and simplify tasks. The new devices also feature





The next-gen AI PCs are designed and engineered around the Snapdragon X Elite [processor](#) and its dedicated Neural Processing Unit (NPU), capable of 45 trillion operations per second (TOPS), to run language models and generative AI locally on the device. The HP OmniBook X AI PC and HP EliteBook Ultra AI PC deliver more power in sleek, ultra-thin, and cool form factors that harness the most powerful AI PC technologies with up to 26 hours of battery life, rapid charging, and AI optimization on device for greater productivity. The HP EliteBook Ultra also delivers additional features for commercial customers, including Wolf Pro Security Next Gen Antivirus (NGAV) designed to protect the PC down to the firmware level with hardware security features that shield user credentials and other critical data, Microsoft Secured-Core PC designation (a chip-to-cloud security technology that provides secure identity, secure attestation, and cryptographic services), and a three-year warranty. You can pre-order the Omnibook X [here](#), and find the EliteBook Ultra [here](#).

- **Lenovo** introduced the Lenovo Yoga Slim 7x and Lenovo ThinkPad T14s Gen 6, its first AI PCs powered by Snapdragon X Elite. These laptops offer top PC performance per watt and fast NPU-based AI processing up to 45 trillion operations per second (TOPS). Windows 11 and Copilot+ enhancements enable access to LLM capabilities offline, enhancing creativity, productivity and security. The Yoga Slim 7x and ThinkPad T14s Gen 6 deliver innovative AI PC features, ensuring futuristic and streamlined consumer and business user experiences. Find out more about Lenovo's latest AI PCs [here](#).



bezels, a brilliant touchscreen display, AI-enhanced camera, and a haptic touchpad. It delivers incredible performance, ultra-long battery life and all-new AI experiences powered by Snapdragon X Elite and Snapdragon X Plus processors. Customers get a choice between a 13.8" and 15" display and four stunning colors. The all-new Surface Pro is the most flexible 2-in-1 laptop, now reimagined with more speed and battery life for all-new AI experiences, powered by X Elite and X Plus. It introduces a new, optional OLED with HDR display, and ultrawide field of view camera perfect for Windows Studio Effects. The new Surface Pro Flex Keyboard allows you to position your Surface Pro and keyboard where they suit you, designed to be used both attached or detached. Visit here to [learn](#) more.

- **Samsung:** Samsung Galaxy Book4 Edge is equipped with cutting-edge hybrid AI integrations, and powered by the fastest, most powerful Snapdragon X Elite for laptops backed by 45 TOPS NPU computing power. This device joins the most hyperconnected Galaxy AI ecosystem. With 14-inch and 16-inch Dynamic AMOLED 2X display size options, Galaxy Book4 Edge unleashes new levels of creativity and productivity, and breaks down communications barriers with intuitive capabilities and simple language prompts. It also brings beloved Galaxy AI features like Circle to Search with Google, Live Translate and Chat Assist to the PC's more expansive display. Experience the next level of personalized, powerful AI computing [here](#).

To learn more about Snapdragon X Series Platforms, visit [here](#). Click [here](#) to watch the Microsoft Copilot+ event on-demand.



### **About Qualcomm**

Qualcomm relentlessly innovates to deliver intelligent computing everywhere, helping the world tackle some of its most important challenges. Our proven solutions drive transformation across major industries, and our Snapdragon® branded platforms power extraordinary consumer experiences. Building on our nearly 40-year leadership in setting industry standards and creating era-defining technology breakthroughs, we deliver leading edge AI, high-performance, low-power computing, and unrivaled connectivity. Together with our ecosystem partners, we enable next-generation digital transformation to enrich lives, improve businesses, and advance societies. At Qualcomm, we are engineering human progress.

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under unconstrained PL1/PL2 settings and no thermal limitations. Power and performance comparison reflects results based on measurements and hardware instrumentation of given devices.

<sup>2</sup> Super Resolution network tested in QTI labs.

<sup>3</sup> CPU Performance is based on Geekbench v6.2 Multi-Thread on Windows 11 OS run in March 2024. Snapdragon X Elite was tested using a Qualcomm reference design on Windows 11 OS. The Intel Core Ultra 7 155H (16 core) was tested using an Asus Zenbook 14 OLED (UX3405) laptop, on Windows 11. Maximum performance reflected by Intel Core Ultra 7 155H represents maximum achievable results in given platforms under unconstrained PL1/PL2 settings and no thermal limitations. Power and performance comparison reflects results based on measurements and hardware instrumentation of given devices.

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Qualcomm relentlessly innovates to deliver intelligent computing everywhere, helping the world tackle some of its most important challenges. Our leading-edge AI, high performance, low-power computing, and unrivaled connectivity deliver proven solutions that transform major industries. At Qualcomm, we are engineering human progress.



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Materials that are as of a specific date, including but not limited to press releases, presentations, blog posts and webcasts, may have been superseded by subsequent events or disclosures.

Nothing in these materials is an offer to sell or license any of the services or materials referenced herein.

# Exhibit 2

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

ARM LTD.,

Plaintiff,

V.

QUALCOMM INC., QUALCOMM  
TECHNOLOGIES, INC. and NUVIA, INC.,

Defendants.

C.A. No. 22-1146 (MN)

**HIGHLY CONFIDENTIAL – OUTSIDE  
COUNSEL EYES ONLY**

**DEFENDANTS' FIRST SUPPLEMENTAL RESPONSES AND OBJECTIONS TO  
PLAINTIFF'S FIRST SET OF INTERROGATORIES (NOS. 1-4 AND 6)**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, defendants Qualcomm Inc., Qualcomm Technologies, Inc, and Nuvia, Inc. (collectively “Qualcomm” or “Defendants”) by and through their attorneys, hereby supplement their responses and objections to Plaintiff ARM LTD.’s (“Plaintiff” or “ARM”) Interrogatories to Defendants dated January 13, 2023 as follows:

## GENERAL OBJECTIONS

1. Defendants object to each Interrogatory to the extent that it seeks to impose greater or different obligations on Defendants than those provided for by the Federal Rules of Civil Procedure, the Local Rules of the United States District Court for the District of Delaware, any discovery orders entered into this case, any other applicable Court orders, or agreements reached by the parties.

2. Defendants object to each Interrogatory to the extent that it seeks documents, things, or information protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. Nothing contained in these Responses and Objections is intended to be, nor shall in any way be, construed as a waiver of any such privilege, immunity, or protection. Specific Objections on the grounds of privilege are provided for emphasis and clarity



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only, and the absence of a Specific Objection is neither intended, nor should be interpreted, as evidence that Defendants do not object to an Interrogatory on the basis of an applicable privilege, immunity, or protection. Any disclosure of any such privileged or protected material in responses to any Interrogatory is inadvertent and not intended to waive those privileges and protections.

3. Defendants object to the Interrogatories to the extent they seek documents and things that Defendants have a legal or contractual obligation not to disclose. Defendants will not provide such documents or things without either the consent of the relevant third party or an order compelling the production thereof, or without providing the relevant third party an opportunity to object to the production.

4. Defendants object to each Interrogatory to the extent that it purports, or may be construed, to call for the production or identification of “any,” “all,” “each,” or “every” document or thing pertaining to a specific subject, on the ground that such language is overbroad and unduly burdensome. As used herein, the term overbroad includes Interrogatories that, so characterized, seek, at least in part, documents or information irrelevant in scope, subject matter or time period to this lawsuit or to the particular matters at issue in this lawsuit. To the extent that a search is required, Defendants will perform a reasonable, targeted search designed to reasonably and proportionately identify relevant documents, to the extent any exist.

5. Defendants object to the Interrogatories to the extent that they call for discovery that is unreasonable or not proportional under the circumstances.

6. Defendants object to the Interrogatories to the extent that they purport to require Defendants to create, generate, compile, or develop documents not kept, or in a form not kept, in the ordinary course of Defendants’ businesses.

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7. Defendants object to the Interrogatories to the extent that they are not reasonably limited in time. Defendants will agree to produce documents dating from January 1, 2019 forward, unless otherwise specified.

8. Defendants object to the Interrogatories and each and every instruction and definition therein to the extent that any Interrogatory: (a) seeks the production of documents or disclosure of information not relevant to this litigation, nor reasonably calculated to lead to the discovery of admissible evidence; (b) is overly broad, unduly burdensome, harassing, oppressive, or duplicative; (c) is vague or ambiguous; (d) calls for the disclosure of information not within Defendants' possession, knowledge, custody, care, or control; (e) calls for the disclosure of information already in Plaintiff's possession, knowledge, custody, care, or control; or (f) calls for the production of documents or disclosure of information readily available to Plaintiff from public or third-party sources.

9. Defendants' election to respond to an Interrogatory, notwithstanding the objectionable nature of the Interrogatory, is not: (a) an acceptance of, or agreement with, any of the characterizations or purported descriptions of any facts, circumstances, events, or legal conclusions contained in the Interrogatories; (b) a concession or admission that the materials are relevant to this case or would be admissible at trial; (c) a waiver of the General Objections or the objections asserted in response to that specific Interrogatory; (d) an admission that any such documents or things exist; (e) an agreement that requests for similar information or documents will be treated in a similar manner; or (f) an acceptance of, or agreement with, any of the definitions in the Interrogatories, to the extent that the definition or meaning of any defined term is at issue in this case.

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10. Defendants' investigation of the facts in this proceeding and review of the relevant documents is ongoing. Accordingly, the objections and responses herein are based on present knowledge, information, and belief. Defendants reserve the right to modify, supplement, or amend any response and objection, if necessary or appropriate, in any way and at any time. Defendants further reserve the right to object, at any hearing and any other proceeding in this litigation, to the use or admissibility into evidence of: (a) any documents produced in response to the interrogatories; (b) any of the information contained in any such document; or (c) any other information provided in response to any interrogatory.

11. In the event that Defendants produce a document that is privileged, protected under Federal Rule of Evidence 502, or otherwise immune from disclosure, it will have been produced through inadvertence and shall not constitute a waiver of any privilege or immunity applicable (a) to that or any other document or (b) to communications concerning the subject matter of that or any other document.

12. Defendants object to the Interrogatories to the extent that they assume disputed facts or legal conclusions in defining the documents requested. Defendants hereby deny any such disputed facts or legal conclusions. Any documents or information produced by Defendants in response to the Interrogatories are without prejudice to this objection.

13. Defendants' General Objections apply to each and every Interrogatory and are incorporated by reference into each of the responses set forth below, which responses are made without waiver of, and subject to, these General Objections.

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**OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

1. Defendants object to the “Definitions” to the extent that they attempt to define words beyond or inconsistent with their ordinary meaning.<sup>1</sup>

2. Defendants object to the definition of “Arm” or “Plaintiff” as vague and ambiguous to the extent the scope of “related corporate entities” is unclear.

3. Defendants object to the definition of “Qualcomm” as vague, ambiguous, overly broad, and unduly burdensome to the extent it is defined to include not only Qualcomm Incorporated and Qualcomm Technologies, Inc., but also persons or entities that are separate and distinct from Qualcomm Incorporated and Qualcomm Technologies, Inc., and over whom Defendants exercise no control, such as but not limited to affiliates, consultants, independent contractors, experts, investigators, licensees, licensors, attorneys, or collaborators.

4. Defendants object to the definition of “Nuvia” as vague, ambiguous, overly broad, and unduly burdensome to the extent it is defined to include not only Nuvia, Inc., but also persons or entities that are separate and distinct from Nuvia, Inc., and over whom Defendants exercise no control.

5. Defendants object to the definitions of “You,” “Your,” and “Defendants” as vague, ambiguous, overly broad, and unduly burdensome to the extent they seek information relating to persons or entities that are separate and distinct from Qualcomm Incorporated, Qualcomm Technologies, Inc. and Nuvia, Inc. and over whom Defendants exercise no control. In responding to these Interrogatories, Defendants interpret the terms “You,” “Your,” and “Defendants” to refer

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<sup>1</sup> To the extent not defined here, the definitions used by Defendants in the responses below are consistent with the definitions contained in Defendants’ Answer and Defenses to Plaintiff’s Complaint and Jury Demand and Defendants’ Amended Counterclaim (D.I. 18) (the “Answer and Amended Counterclaim”).

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only to the named parties in this action. Defendants also object to the definitions of “You,” “Your,” and “Defendants” to the extent they purport to impose obligations on Defendants beyond what is required by the Rules. Defendants will interpret the definition of “You,” “Your,” and “Defendants” to impose no discovery obligation on any person or entity that is not a party to this litigation.

6. Defendants object to the definition of “ALA” as vague, ambiguous, and overbroad because it is not clear which agreement(s) “an Architecture License Agreement with Arm” refers to. Defendants will interpret “ALA” to mean [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. Defendants object to the definition of [REDACTED] as vague, ambiguous, argumentative, and overly broad.

8. Defendants object to the definition of “Nuvia Technology” as vague, ambiguous, overbroad, and unduly burdensome because the terms “developed,” “implemented,” “improved,” “designed,” “aspect,” “part,” “portion,” “component,” “deliverables,” “materials,” “technology,” “support,” “processor core,” “processor core technology,” “custom CPU,” “based on ARM licenses,” “under,” and “under the Nuvia ALA” are vague, ambiguous and overbroad; because the inclusion of [REDACTED] within the definition is inaccurate, vague, or ambiguous; because the definition includes incorrect characterizations or factual assumptions, including but not limited to because [REDACTED] and “custom CPUs” and “processor core technology” developed prior to March 2022 as Nuvia Technology, and because it characterizes CPUs and processor core technology as “Nuvia Technology” if “any aspect, part, portion or component of” was “developed, implemented, improved, or designed based on Arm licenses, deliverables,

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materials, technology, or support provided to Nuvia under the Nuvia ALA” regardless of whether development or work occurred at Qualcomm; and because the definition unduly narrows the scope of what can be considered “Nuvia Technology.”

9. Defendants object to the definition of “Nuvia-based Products” as vague, ambiguous, overbroad, and unduly burdensome because the terms “incorporating,” “based on,” “embodying,” “involving,” “part,” “portion,” “component,” “Semiconductor chip,” “processor core,” “custom CPU,” “Related product,” and [REDACTED] are vague, ambiguous, or overbroad; because it includes incorrect characterizations and factual assumptions, including but not limited to because it characterizes “Nuvia-based products” as products “incorporating, based on, embodying, involving, or related to any part, portion, or component of the Nuvia Technology,” but the term “Nuvia Technology” is objectionable as set forth above.

10. Defendants object to the definition of “Arm Trademarks” as overbroad, vague, and ambiguous including but not limited to because, as phrased, [REDACTED] [REDACTED] Qualcomm understands “Arm Trademarks” to refer to the terms trademarked in U.S. Registration Nos. 5,692,669 and 5,692,670.

11. Defendants object to the definitions of “Document” and its plural to the extent they purport to impose any obligations beyond what is required by the Federal Rules. Defendants further object to the definition of “Document” to the extent that it implies that Defendants must collect or produce, e.g., computer programs, testing data, electronic sound records, and other types of files that are typically not required to be collected or produced, as listed in the ESI Protocol Schedule A (D.I. 39).

12. Defendants object to the definitions of “Communication” and its plural form to the extent they purport to impose any obligations beyond what is required by the Federal Rules.

**HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY**

13. Defendants object to the definitions of “Thing” and its plural form to the extent they purport to impose any obligations beyond what is required by the Federal Rules.

14. Defendants object to the definitions of “Identify,” Identifying, or “Identification” to the extent they purport to impose any obligations beyond what is required by the Federal Rules. Defendants also object to the definitions of “Identify,” Identifying, or “Identification” to the extent they ask Defendants to provide any information unknown to Defendants or not within their possession, custody, or control, or beyond the scope of this litigation, including but not limited to

[REDACTED] Defendants further object to the extent it seeks information other than the production of documents responsive to Plaintiff's First Set of Requests for Production. Defendants will not create documents or provide narrative information to identify particular natural persons, entities, things, documents, or conversations.

15. Defendants object to Instruction 1 on the grounds that it imposes obligations beyond those provided for by the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the District of Delaware.

16. Defendants object to Instruction No. 4 to the extent that it seeks, in the event that Defendants “object to all or part of any of the interrogatories,” that Defendants “(a) Identify the specific portion(s) of the interrogatory which You claim You cannot answer because of the alleged defect in the interrogatory; (b) Identify the specific word(s) or phrase(s) to which Your objection relates; (c) state why the alleged ambiguity, vagueness, or overbreadth, for example, prevents You from answering all or part of the interrogatory; and (d) Identify all of the specific portion(s) of the interrogatory to which You are not responding at all based upon this objection,” on the grounds that it is overbroad, unduly burdensome, and purports to impose requirements inconsistent with or more burdensome than those imposed by the local rules and applicable law.

**HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY**

17. Defendants object to Instruction 5, to the extent it imposes obligations beyond those required by the Federal Rules of Civil Procedure, and because it is premature and contrary to the provisions in the ESI Protocol or Protective Order (D.I. 38, 39). To the extent not provided in these documents, Defendants will meet and confer with Plaintiff regarding the nature and scope of privilege logs for the case.

18. Defendants object to Instruction 7 to the extent it purports to require Defendants to respond to Interrogatories that are not reasonably limited in time, including on subjects other than those for which such discovery is permitted under the Delaware Default Standard for Discovery or as agreed upon in the parties' anticipated agreement regarding electronic discovery. Defendants will agree to produce documents dating from January 1, 2019 forward, unless otherwise specified.

19. Subject to and without limiting the foregoing, Defendants specifically object and respond as follows:

**SUPPLEMENTAL RESPONSES**

**INTERROGATORY NO. 1:**

Describe with specificity the complete legal and factual basis for Your contention that "ARM has waived all claims and causes of action and any recovery or remedy alleged in the complaint." (D.I. 18 ¶ 159.) Your answer should include an Identification of the Persons most knowledgeable about Your answer.

**RESPONSE TO INTERROGATORY NO. 1:**

Defendants object to Interrogatory No. 1 as premature at this stage of the litigation, given that (i) it involves an opinion or contention that relates to fact or the application of law to fact, and (ii) discovery, including, without limitation, document production and depositions, has not been completed. Defendants additionally object to the Interrogatory as overly broad and unduly burdensome to the extent that it calls for the disclosure of information that was articulated in the Answer and Amended Counterclaim, is readily within the possession of Plaintiff, or that is more



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easily available to it. Defendants further object to the Interrogatory to the extent that the information sought is subject to the attorney-client privilege, the attorney work-product doctrine, or any other applicable privilege or doctrine that makes such information non-discoverable.

Subject to and without waiving the foregoing objections, Defendants refer Plaintiff to paragraphs 41, 189-196, 203-206, 208-217, and 240-241 of the Answer and Amended Counterclaim, and incorporate them by reference as if fully set forth herein.

Based on their investigation to date, Defendants identify the following individuals as the persons most likely to be knowledgeable about the facts relating to Defendants' answer:

- Manu Gulati
- Rajiv Gupta
- Jignesh Trivedi

Defendants reserve the right to supplement and amend their responses to this Interrogatory.

**SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 1**

Subject to and without waiver of Defendants' General and Specific Objections to Plaintiff's Interrogatories, Defendants supplement their Response to Interrogatory Number 1 as follows:

Defendants' assertion that "ARM has waived all claims and causes of action and any recovery or remedy alleged in the complaint" is based on the following: ARM was on notice, since before the NUVIA acquisition closed on March 15, 2021 that Qualcomm believed that its design and sale of custom CPUs that included technologies acquired from NUVIA was permissible. ARM waited over eighteen months after learning of Qualcomm's acquisition of NUVIA before filing this action on August 31, 2022. Despite knowing that Qualcomm was designing custom CPUs that incorporated technology from NUVIA, ARM waited until after the

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conclusion of its merger control proceeding and the announcement that its proposed NVIDIA transaction had been abandoned to terminate the NUVIA ALA.

In addition, throughout this time period, ARM was fully aware that it was interacting with former NUVIA employees who now worked at Qualcomm and that Qualcomm was developing custom CPU technologies and SOC products related to technology initially developed at NUVIA.

Beginning immediately after the acquisition, which closed on March 15, 2021,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

In or around late 2021, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Also in December 2021, [REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

Then, in a letter dated February 1, 2022, after ARM had been interfacing with Qualcomm and its development efforts for months, ARM notified Gerard Williams III, the former CEO and President of NUVIA, that it intended to terminate both NUVIA’s ALA and TLA for “material breach” and demanded the destruction or return of “any ARM Technology.” Even after this letter, ARM continued to provide verification support to Qualcomm in developing custom CPU cores that ARM knew contained technologies that Qualcomm had acquired from NUVIA, and also continued to acknowledge the Defendants’ rights under the Qualcomm ALA.

For example, on April 12, 2022—after Qualcomm certified its compliance with ARM’s destruction demand—ARM accepted test results verifying that an implementation of the custom core in the Server SoC complied with the requirements necessary to execute ARM’s instruction set. ARM explicitly validated this testing under the Qualcomm ALA.

ARM has also continued to license technology to Qualcomm under the Qualcomm TLA that is relevant to technology initially developed at NUVIA, and Qualcomm has continued to pay ARM for those licenses. For example, in July 2021, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

Defendants reserve the right to supplement and amend their responses to this Interrogatory.

**HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY**

**INTERROGATORY NO. 2:**

Describe with specificity the complete legal and factual basis for Your contention that the Nuvia ALA's termination provisions "apply only to NUVIA, not Qualcomm." (D.I. 18 ¶ 235.) Your answer should include an Identification of the Persons most knowledgeable about Your answer.

**RESPONSE TO INTERROGATORY NO. 2:**

Defendants object to Interrogatory No. 2 as premature at this stage of the litigation, given that (i) it involves an opinion or contention that relates to fact or the application of law to fact, and (ii) discovery, including, without limitation, document production and depositions, has not been completed. Defendants additionally object to the Interrogatory as overly broad and unduly burdensome to the extent that it calls for the disclosure of information that was articulated in the Answer and Amended Counterclaim, is readily within the possession of Plaintiff, or that is more easily available to it. Defendants further object to the Interrogatory to the extent that the information sought is subject to the attorney-client privilege, the attorney work-product doctrine, or any other applicable privilege or doctrine that makes such information non-discoverable.

Subject to and without waiving the foregoing objections, Defendants refer Plaintiff to the Qualcomm ALA and Nuvia ALA and paragraphs 225 and 235 of the Answer and Amended Counterclaim, and incorporate them by reference as if fully set forth herein, for Defendants' position on the applicability of the Nuvia ALA's termination provisions to Qualcomm.

Based on their investigation to date, Defendants identify the following individual as the person most likely to be knowledgeable about the facts relating to this answer:

- Jonathan Weiser

Defendants reserve the right to supplement and amend their responses to this Interrogatory.

**HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY**

**SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2**

Subject to and without waiver of Defendants’ General and Specific Objections to Plaintiff’s Interrogatories, Defendants supplement their Response to Interrogatory Number 2 as follows:

The termination provisions in the NUVIA ALA require only that NUVIA [REDACTED]

[REDACTED]

[REDACTED] Qualcomm is not a party to the NUVIA ALA.

Rather, it has its own ALA.

Defendants reserve the right to supplement and amend their responses to this Interrogatory.

**INTERROGATORY NO. 3:**

Describe with specificity the complete legal and factual basis for Your contention that the Qualcomm ALA permits You to use and continue developing the “ARM architecture-compatible” designs created under the Nuvia ALA. (D.I. 18 ¶ 178.) Your answer should include an Identification of the Persons most knowledgeable about Your answer.

**RESPONSE TO INTERROGATORY NO. 3:**

Defendants object to Interrogatory No. 3 as premature at this stage of the litigation, given that (i) it involves an opinion or contention that relates to fact or the application of law to fact, and (ii) discovery, including, without limitation, document production and depositions, has not been completed. Defendants object to the Interrogatory as vague and ambiguous because it fails to define “use and continue developing” and “designs created under the Nuvia ALA.” Defendants also object to the Interrogatory as overly broad and unduly burdensome to the extent that it calls for the disclosure of information that was articulated in the Answer and Amended Counterclaim, is readily within the possession of Plaintiff, or that is more easily available to it. Defendants also object to the Interrogatory to the extent that it inaccurately characterizes the cited paragraph in the Answer and Amended Counterclaim. Defendants further object to the Interrogatory to the extent that the information sought is subject to the attorney-client privilege, the attorney work-product

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doctrine, or any other applicable privilege or doctrine that makes such information non-discoverable.

Subject to and without waiving the foregoing objections, Defendants refer Plaintiff to the Qualcomm ALA and to paragraphs 36, 201-202, and 220-222 of the Answer and Amended Counterclaim, and incorporate them by reference as if fully set forth herein, for Defendants' position.

Based on their investigation to date, Defendants identify the following individuals as the persons most likely to be knowledgeable about the facts relating to this answer:

- Ziad Asghar
- Larissa Cochran

Defendants reserve the right to supplement and amend their responses to this Interrogatory.

**SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3**

Subject to and without waiver of Defendants' General and Specific Objections to Plaintiff's Interrogatories, Defendants supplement their Response to Interrogatory Number 3 as follows:

Qualcomm has its own ALA with ARM, which grants Qualcomm [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Moreover, as soon as the acquisition closed, NUVIA became covered under the Qualcomm ALA because, as a Qualcomm subsidiary, NUVIA was licensed under the Qualcomm ALA to use [REDACTED]

Qualcomm has [REDACTED]

Defendants reserve the right to supplement and amend their responses to this Interrogatory.

**INTERROGATORY NO. 4:**

Describe with specificity the complete legal and factual basis for Your contention that “Qualcomm’s use of any [REDACTED] utilized in NUVIA’s technology was fully licensed under Qualcomm’s license agreements as soon as Qualcomm acquired NUVIA” and it was “not necessary” for You to seek “ARM’s consent to assign NUVIA’s ARM licenses to Qualcomm.” (D.I. 18 ¶ 24.)

**RESPONSE TO INTERROGATORY NO. 4:**

Defendants object to Interrogatory No. 4 as premature at this stage of the litigation, given that (i) it involves an opinion or contention that relates to fact or the application of law to fact, and (ii) discovery, including, without limitation, document production and depositions, has not been completed. Defendants object to the Interrogatory as overly broad and unduly burdensome to the extent that it calls for the disclosure of information that was articulated in the Answer and Amended Counterclaim, is readily within the possession of Plaintiff, or that is more easily

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available to it. Defendants further object to the Interrogatory to the extent that the information sought is subject to the attorney-client privilege, the attorney work-product doctrine, or any other applicable privilege or doctrine that makes such information non-discoverable.

Subject to and without waiving the foregoing objections, Defendants refer Plaintiff to the Qualcomm ALA and to paragraphs 24-25, 201-203, and 219-223 of the Answer and Amended Counterclaim, and incorporate them by reference as if fully set forth herein, for Defendants' position.

Defendants reserve the right to supplement and amend their responses to this Interrogatory.

**SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4:**

Subject to and without waiver of Defendants' General and Specific Objections to Plaintiff's Interrogatories, Defendants supplement their Response to Interrogatory Number 4 as follows:

Qualcomm has its own ALA with ARM, which grants Qualcomm [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Accordingly, Qualcomm's ALA granted it [REDACTED]

[REDACTED]



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[REDACTED]

[REDACTED] Additionally, [REDACTED]

[REDACTED] NUVIA did not need ARM's consent to transfer any licenses to Qualcomm, because Qualcomm already had existing rights to this technology.

In any event, as soon as the acquisition closed, NUVIA was covered under the Qualcomm ALA because, as a Qualcomm subsidiary, NUVIA was licensed under the Qualcomm ALA to use [REDACTED]. Therefore, both NUVIA and Qualcomm were licensed to use the ARM information in the custom cores and related SoCs under the Qualcomm ALA, and any use of that information by Qualcomm was fully authorized.

Defendants reserve the right to supplement and amend their responses to this Interrogatory.

**INTERROGATORY NO.6:**

Describe with specificity the facts supporting Your contention that "ARM . . . through its leadership and through the leadership of its owner, SoftBank, acting on ARM's behalf," has "spread[] misinformation about the nature of Qualcomm's ARM licenses to customers that purchase Qualcomm's ARM-compatible cores and chipsets." (D.I. 18 ¶ 243-44.) Your answer should include an Identification of every communication, correspondence, meeting, or other event that supports Your contention; the Persons affiliated with SoftBank, Arm, or Your customers who were involved in each of these activities; and how You acquired knowledge about each of these activities, including the Persons who acquired that knowledge.

**RESPONSE TO INTERROGATORY NO. 6:**

Defendants object to Interrogatory No. 6 as premature at this stage of the litigation, given that (i) it involves an opinion or contention that relates to fact or the application of law to fact, and (ii) discovery, including, without limitation, document production and depositions, has not been completed. Defendants further object to the Interrogatory as overly broad and unduly burdensome to the extent that it calls for the disclosure of information that was articulated in the Answer and Amended Counterclaim, is readily within the possession of Plaintiff, or that is more easily

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available to it. Defendants additionally object to the Interrogatory to the extent it seeks information that is in a third party's possession, including highly commercially sensitive information about third parties that is subject to confidentiality obligations.

Subject to and without waiving the foregoing objections, Defendants respond as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Based on their investigation to date, Defendants identify the following individuals as the persons most likely to be knowledgeable about the facts relating to this answer:

- Masayoshi Son
- [REDACTED]

Defendants reserve the right to supplement and amend their responses to this Interrogatory.

**SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 6:**

Subject to and without waiver of Defendants' General and Specific Objections to Plaintiff's Interrogatories, Defendants supplement their Response to Interrogatory Number 6 as follows:

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[REDACTED]

[REDACTED]

[REDACTED]

According to [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

Defendants reserve the right to supplement and amend their responses to this Interrogatory.

**HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY**

MORRIS, NICHOLS, ARSHT & TUNNELL LLP  
*/s/ Jennifer Ying*

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June 23, 2023

**HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL EYES ONLY**

**CERTIFICATE OF SERVICE**

I hereby certify that on June 23, 2023, copies of the foregoing were caused to be served upon the following in the manner indicated:

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*/s/ Jennifer Ying*

---

Jennifer Ying (#5550)

# Exhibit 3

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

ARM LTD.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	C.A. No. 22-1146 (MN)
	)	
QUALCOMM INC., QUALCOMM	)	<b>HIGHLY CONFIDENTIAL –</b>
TECHNOLOGIES, INC. and NUVIA, INC.,	)	<b>ATTORNEYS' EYES ONLY –</b>
	)	<b>SUBJECT TO PROTECTIVE ORDER</b>
Defendants.	)	

**DEFENDANTS' SUPPLEMENTAL AND AMENDED RESPONSE AND OBJECTIONS  
TO PLAINTIFF'S FIRST SET OF INTERROGATORIES (NO. 5)**

Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, defendants Qualcomm Inc., Qualcomm Technologies, Inc, and Nuvia, Inc. (collectively “Qualcomm” or “Defendants”) by and through their attorneys, hereby respond and object to Plaintiff ARM LTD.’s (“Plaintiff” or “ARM”) Interrogatories to Defendants dated January 13, 2023 as follows:

**GENERAL OBJECTIONS**

1. Defendants object to each Interrogatory to the extent that it seeks to impose greater or different obligations on Defendants than those provided for by the Federal Rules of Civil Procedure, the Local Rules of the United States District Court for the District of Delaware, any discovery orders entered into this case, any other applicable Court orders, or agreements reached by the parties.

2. Defendants object to each Interrogatory to the extent that it seeks documents, things, or information protected by the attorney-client privilege, the work-product doctrine, or any other applicable privilege or immunity. Nothing contained in these Responses and Objections is intended to be, nor shall in any way be, construed as a waiver of any such privilege, immunity, or protection. Specific Objections on the grounds of privilege are provided for emphasis and clarity



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SUBJECT TO PROTECTIVE ORDER**

only, and the absence of a Specific Objection is neither intended, nor should be interpreted, as evidence that Defendants do not object to an Interrogatory on the basis of an applicable privilege, immunity, or protection. Any disclosure of any such privileged or protected material in responses to any Interrogatory is inadvertent and not intended to waive those privileges and protections.

3. Defendants object to the Interrogatories to the extent they seek documents and things that Defendants have a legal or contractual obligation not to disclose. Defendants will not provide such documents or things without either the consent of the relevant third party or an order compelling the production thereof, or without providing the relevant third party an opportunity to object to the production.

4. Defendants object to each Interrogatory to the extent that it purports, or may be construed, to call for the production or identification of “any,” “all,” “each,” or “every” document or thing pertaining to a specific subject, on the ground that such language is overbroad and unduly burdensome. As used herein, the term overbroad includes Interrogatories that, so characterized, seek, at least in part, documents or information irrelevant in scope, subject matter or time period to this lawsuit or to the particular matters at issue in this lawsuit. To the extent that a search is required, Defendants will perform a reasonable, targeted search designed to reasonably and proportionately identify relevant documents, to the extent any exist.

5. Defendants object to the Interrogatories to the extent that they call for discovery that is unreasonable or not proportional under the circumstances.

6. Defendants object to the Interrogatories to the extent that they purport to require Defendants to create, generate, compile, or develop documents not kept, or in a form not kept, in the ordinary course of Defendants’ businesses.

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7. Defendants object to the Interrogatories to the extent that they are not reasonably limited in time. Defendants will agree to produce documents dating from January 1, 2019 forward, unless otherwise specified.

8. Defendants object to the Interrogatories and each and every instruction and definition therein to the extent that any Interrogatory: (a) seeks the production of documents or disclosure of information not relevant to this litigation, nor reasonably calculated to lead to the discovery of admissible evidence; (b) is overly broad, unduly burdensome, harassing, oppressive, or duplicative; (c) is vague or ambiguous; (d) calls for the disclosure of information not within Defendants' possession, knowledge, custody, care, or control; (e) calls for the disclosure of information already in Plaintiff's possession, knowledge, custody, care, or control; or (f) calls for the production of documents or disclosure of information readily available to Plaintiff from public or third-party sources.

9. Defendants' election to respond to an Interrogatory, notwithstanding the objectionable nature of the Interrogatory, is not: (a) an acceptance of, or agreement with, any of the characterizations or purported descriptions of any facts, circumstances, events, or legal conclusions contained in the Interrogatories; (b) a concession or admission that the materials are relevant to this case or would be admissible at trial; (c) a waiver of the General Objections or the objections asserted in response to that specific Interrogatory; (d) an admission that any such documents or things exist; (e) an agreement that requests for similar information or documents will be treated in a similar manner; or (f) an acceptance of, or agreement with, any of the definitions in the Interrogatories, to the extent that the definition or meaning of any defined term is at issue in this case.

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SUBJECT TO PROTECTIVE ORDER**

10. Defendants' investigation of the facts in this proceeding and review of the relevant documents is ongoing. Accordingly, the objections and responses herein are based on present knowledge, information, and belief. Defendants reserve the right to modify, supplement, or amend any response and objection, if necessary or appropriate, in any way and at any time. Defendants further reserve the right to object, at any hearing and any other proceeding in this litigation, to the use or admissibility into evidence of: (a) any documents produced in response to the interrogatories; (b) any of the information contained in any such document; or (c) any other information provided in response to any interrogatory.

11. In the event that Defendants produce a document that is privileged, protected under Federal Rule of Evidence 502, or otherwise immune from disclosure, it will have been produced through inadvertence and shall not constitute a waiver of any privilege or immunity applicable (a) to that or any other document or (b) to communications concerning the subject matter of that or any other document.

12. Defendants object to the Interrogatories to the extent that they assume disputed facts or legal conclusions in defining the documents requested. Defendants hereby deny any such disputed facts or legal conclusions. Any documents or information produced by Defendants in response to the Interrogatories are without prejudice to this objection.

13. Defendants' General Objections apply to each and every Interrogatory and are incorporated by reference into each of the responses set forth below, which responses are made without waiver of, and subject to, these General Objections.

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**OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

1. Defendants object to the “Definitions” to the extent that they attempt to define words beyond or inconsistent with their ordinary meaning.<sup>1</sup>

2. Defendants object to the definition of “Arm” or “Plaintiff” as vague and ambiguous to the extent the scope of “related corporate entities” is unclear.

3. Defendants object to the definition of “Qualcomm” as vague, ambiguous, overly broad, and unduly burdensome to the extent it is defined to include not only Qualcomm Incorporated and Qualcomm Technologies, Inc., but also persons or entities that are separate and distinct from Qualcomm Incorporated and Qualcomm Technologies, Inc., and over whom Defendants exercise no control, such as but not limited to affiliates, consultants, independent contractors, experts, investigators, licensees, licensors, attorneys, or collaborators.

4. Defendants object to the definition of “Nuvia” as vague, ambiguous, overly broad, and unduly burdensome to the extent it is defined to include not only Nuvia, Inc., but also persons or entities that are separate and distinct from Nuvia, Inc., and over whom Defendants exercise no control.

5. Defendants object to the definitions of “You,” “Your,” and “Defendants” as vague, ambiguous, overly broad, and unduly burdensome to the extent they seek information relating to persons or entities that are separate and distinct from Qualcomm Incorporated, Qualcomm Technologies, Inc. and Nuvia, Inc. and over whom Defendants exercise no control. In responding to these Interrogatories, Defendants interpret the terms “You,” “Your,” and “Defendants” to refer

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<sup>1</sup> To the extent not defined here, the definitions used by Defendants in the responses below are consistent with the definitions contained in Defendants’ Answer and Defenses to Plaintiff’s Complaint and Jury Demand and Defendants’ Amended Counterclaim (D.I. 18) (the “Answer and Amended Counterclaim”).

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only to the named parties in this action. Defendants also object to the definitions of “You,” “Your,” and “Defendants” to the extent they purport to impose obligations on Defendants beyond what is required by the Rules. Defendants will interpret the definition of “You,” “Your,” and “Defendants” to impose no discovery obligation on any person or entity that is not a party to this litigation.

6. Defendants object to the definition of “ALA” as vague, ambiguous, and overbroad because it is not clear which agreement(s) “an Architecture License Agreement with Arm” refers to. Defendants will interpret “ALA” to mean [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. Defendants object to the definition of [REDACTED] as vague, ambiguous, argumentative, and overly broad.

8. Defendants object to the definition of “Nuvia Technology” as vague, ambiguous, overbroad, and unduly burdensome because the terms “developed,” “implemented,” “improved,” “designed,” “aspect,” “part,” “portion,” “component,” “deliverables,” “materials,” “technology,” “support,” “processor core,” “processor core technology,” “custom CPU,” “based on ARM licenses,” “under,” and “under the Nuvia ALA” are vague, ambiguous and overbroad; because the inclusion of [REDACTED] within the definition is inaccurate, vague, or ambiguous; because the definition includes incorrect characterizations or factual assumptions, including but not limited to because [REDACTED] and “custom CPUs” and “processor core technology” developed prior to March 2022 as Nuvia Technology, and because it characterizes CPUs and processor core technology as “Nuvia Technology” if “any aspect, part, portion or component of” was “developed, implemented, improved, or designed based on Arm licenses, deliverables,

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SUBJECT TO PROTECTIVE ORDER**

materials, technology, or support provided to Nuvia under the Nuvia ALA” regardless of whether development or work occurred at Qualcomm; and because the definition unduly narrows the scope of what can be considered “Nuvia Technology.”

9. Defendants object to the definition of “Nuvia-based Products” as vague, ambiguous, overbroad, and unduly burdensome because the terms “incorporating,” “based on,” “embodying,” “involving,” “part,” “portion,” “component,” “Semiconductor chip,” “processor core,” “custom CPU,” “Related product,” and [REDACTED] are vague, ambiguous, or overbroad; because it includes incorrect characterizations and factual assumptions, including but not limited to because it characterizes “Nuvia-based products” as products “incorporating, based on, embodying, involving, or related to any part, portion, or component of the Nuvia Technology,” but the term “Nuvia Technology” is objectionable as set forth above.

10. Defendants object to the definition of “Arm Trademarks” as overbroad, vague, and ambiguous including but not limited to because, as phrased, [REDACTED]  
[REDACTED] Qualcomm understands “Arm Trademarks” to refer to the terms trademarked in U.S. Registration Nos. 5,692,669 and 5,692,670.

11. Defendants object to the definitions of “Document” and its plural to the extent they purport to impose any obligations beyond what is required by the Federal Rules. Defendants further object to the definition of “Document” to the extent that it implies that Defendants must collect or produce, e.g., computer programs, testing data, electronic sound records, and other types of files that are typically not required to be collected or produced, as listed in the ESI Protocol Schedule A (D.I. 39).

12. Defendants object to the definitions of “Communication” and its plural form to the extent they purport to impose any obligations beyond what is required by the Federal Rules.

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SUBJECT TO PROTECTIVE ORDER**

13. Defendants object to the definitions of “Thing” and its plural form to the extent they purport to impose any obligations beyond what is required by the Federal Rules.

14. Defendants object to the definitions of “Identify,” Identifying, or “Identification” to the extent they purport to impose any obligations beyond what is required by the Federal Rules. Defendants also object to the definitions of “Identify,” Identifying, or “Identification” to the extent they ask Defendants to provide any information unknown to Defendants or not within their possession, custody, or control, or beyond the scope of this litigation, including but not limited to

[REDACTED] Defendants further object to the extent it seeks information other than the production of documents responsive to Plaintiff's First Set of Requests for Production. Defendants will not create documents or provide narrative information to identify particular natural persons, entities, things, documents, or conversations.

15. Defendants object to Instruction 1 on the grounds that it imposes obligations beyond those provided for by the Federal Rules of Civil Procedure and the Local Rules of the United States District Court for the District of Delaware.

16. Defendants object to Instruction No. 4 to the extent that it seeks, in the event that Defendants “object to all or part of any of the interrogatories,” that Defendants “(a) Identify the specific portion(s) of the interrogatory which You claim You cannot answer because of the alleged defect in the interrogatory; (b) Identify the specific word(s) or phrase(s) to which Your objection relates; (c) state why the alleged ambiguity, vagueness, or overbreadth, for example, prevents You from answering all or part of the interrogatory; and (d) Identify all of the specific portion(s) of the interrogatory to which You are not responding at all based upon this objection,” on the grounds that it is overbroad, unduly burdensome, and purports to impose requirements inconsistent with or more burdensome than those imposed by the local rules and applicable law.



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17. Defendants object to Instruction 5, to the extent it imposes obligations beyond those required by the Federal Rules of Civil Procedure, and because it is premature and contrary to the provisions in the ESI Protocol or Protective Order (D.I. 38, 39). To the extent not provided in these documents, Defendants will meet and confer with Plaintiff regarding the nature and scope of privilege logs for the case.

18. Defendants object to Instruction 7 to the extent it purports to require Defendants to respond to Interrogatories that are not reasonably limited in time, including on subjects other than those for which such discovery is permitted under the Delaware Default Standard for Discovery or as agreed upon in the parties' anticipated agreement regarding electronic discovery. Defendants will agree to produce documents dating from January 1, 2019 forward, unless otherwise specified.

19. Subject to and without limiting the foregoing, Defendants specifically object and respond as follows:

**SPECIFIC RESPONSES AND OBJECTIONS**

**INTERROGATORY NO. 5:**

Describe with specificity the facts supporting your contention that “Qualcomm and NUVIA removed NUVIA-acquired ARM Confidential Information from its designs and redesigned its products to replace it with information acquired under Qualcomm’s license—even though it was the exact same information—then quarantined a copy. Qualcomm also removed NUVIA-acquired ARM Confidential Information from its design environment and systems and quarantined it.” (D.I. 18 ¶ 231.) Your answer should include an Identification of each Person who took these actions.

**SUPPLEMENTAL AND AMENDED RESPONSE TO INTERROGATORY NO. 5:**

Defendants object to Interrogatory No. 5 as vague and ambiguous to the extent it does not define the “facts” it is seeking in response to the Interrogatory. Defendants object to the Interrogatory as overly broad and unduly burdensome to the extent it seeks disclosure of information that was articulated in the Answer and Amended Counterclaim and in Qualcomm’s April 1, 2022 certification letter, and insofar as it seeks identification of “each Person who took

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these actions,” regardless of the nature or extent of their involvement and without limitation. Defendants object to the term “each Person who took these actions” as overbroad and burdensome, as over 1500 Persons were involved in the quarantining efforts.

Subject to and without waiving the foregoing objections, Defendants refer Plaintiff to paragraphs 230-233 of the Answer and Amended Counterclaim and incorporate them by reference as if fully set forth herein, and to the April 1, 2022 certification letter referred to in paragraph 233 of the Answer and Amended Counterclaim for Defendants' position.

By way of further response, Defendants state that,

10

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

---

[REDACTED]

[REDACTED]

[illegible][illegible]

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[illegible]

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[REDACTED]

[REDACTED]

Based on their investigation to date, Defendants identify the following individuals as the persons most likely to be knowledgeable about the facts relating to this answer:

- Manu Gulati
- Nitin Sharma
- Rohit Singh
- Matthew Page
- Raghava Denduluri
- Bob Pflederer
- Sarah Bennington
- Nick Jones

Defendants reserve the right to supplement and amend their responses to this Interrogatory.

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

*/s/ Jennifer Ying*

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October 26, 2023

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SUBJECT TO PROTECTIVE ORDER**

**CERTIFICATE OF SERVICE**

I hereby certify that on October 26, 2023, copies of the foregoing were caused to be served upon the following in the manner indicated:

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*VIA ELECTRONIC MAIL*

*/s/ Jennifer Ying*

---

Jennifer Ying (#5550)

# Exhibit 4

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

# Exhibit 5

PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

December 01, 2023

1

1 IN THE UNITED STATES DISTRICT COURT

2 FOR THE DISTRICT OF DELAWARE

3  
4 ARM LTD., A U.K. CORPORATION, )

5 Plaintiff, )

6 vs. ) C.A. NO. 22-1146-MN

7 QUALCOMM INC., a Delaware )  
corporation; QUALCOMM )

8 TECHNOLOGIES, INC., a )  
Delaware corporation; and )

9 NUVIA, INC., a Delaware )  
corporation, )

10 Defendants. )

11  
12  
13  
14  
15  
16 HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

17 VIDEOTAPED DEPOSITION OF

18 PRADEEP KANAPATHIPILLAI

19 PALO ALTO, CALIFORNIA

20 FRIDAY, DECEMBER 1, 2023

21  
22  
23  
24 Reported in Stenotype by:

25 Cody R. Knacke, RPR, CSR No. 13691

Job No.: J10603607



PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

December 01, 2023

2

1 VIDEOTAPED DEPOSITION OF

2 PRADEEP KANAPATHIPILLAI, taken before Cody R.  
3 Knacke, RPR, CSR No. 13691, a Certified Shorthand  
4 Reporter for the State of California, commencing on  
5 Friday, December 1, 2023, at 9:06 a.m., at 755 Page  
6 Mill Road, Palo Alto, California.

7  
8 APPEARANCES OF COUNSEL:

9 For the Plaintiff:

10 MORRISON & FOERSTER  
11 BY: NICHOLAS RYLAN FUNG, ESQ.  
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14 For the Defendants:

15 PAUL, WEISS, RIFKIND, WHARTON & GARRISON  
16 BY: CATHERINE NYARADY, ESQ.  
17 JACOB A. BRALY, ESQ.  
1285 Avenue of the Americas  
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cnyarady@paulweiss.com  
18 jbraly@paulweiss.com

19 Also Present:

20 Ruslan Gurzhiy, Videographer  
21 Kurt Kjelland, Esq., Qualcomm Inc.  
22  
23  
24  
25

PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

December 01, 2023

3

I - N - D - E - X

EXAMINATION BY:	PAGE
BY MR. FUNG	6
BY MS. NYARADY	78

E - X - H - I - B - I - T - S

(Exhibits 2, 3, and 8 retained by counsel.)

PLAINTIFF'S	DESCRIPTION	PAGE
Exhibit 1	LinkedIn profile of Pradeep Kanapathipillai	12
Exhibit 2	NUVIA [REDACTED] CPU ISA Reference Manual - Contains Confidential Source Code (Retained by Counsel)	24
Exhibit 3	Slide presentation presented to Qualcomm - Contains Confidential Source Code (Retained by Counsel)	26
Exhibit 4	E-mail correspondence dated 1/14/2020, Bates-labeled QCARM_2544978 to 2544979	33
Exhibit 5	E-mail correspondence dated 4/29/2020, Bates-labeled QCARM_3510613 to 3510614	36
Exhibit 6	E-mail correspondence dated 6/16/2020, Bates-labeled QCARM_0002828 to 2829	44

PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

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4

I - N - D - E - X  
(Continued)

E - X - H - I - B - I - T - S

PLAINTIFF'S	DESCRIPTION	PAGE
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Exhibit 7	E-mail correspondence dated 9/12/2023	49
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Exhibit 8	List of projects and folders - Contains Confidential Source Code (Retained by Counsel)	52
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Exhibit 9	E-mail correspondence dated 5/20/2021, Bates-labeled QCARM_3753508	64
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Exhibit 10	E-mail correspondence, Bates-labeled QCARM_2553711 to 2553712	69
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QUESTIONS INSTRUCTED NOT TO ANSWER

None.

INFORMATION REQUESTED

None.

PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

December 01, 2023

5

1 PALO ALTO, CALIFORNIA; FRIDAY, DECEMBER 1, 2023

2 9:06 A.M.

3 THE VIDEOGRAPHER: Good morning, everyone.

4 We are on video record on December 1, 2023, and the

5 time is 9:06 a.m. My name is Ruslan Gurzhiy. I'm

09:06

6 the legal videographer. And the court reporter

7 today is Cody Knacke. We're both here representing

8 Esquire Deposition Solutions.

9 This is the beginning of video deposition

10 of Pradeep Kanapathipillai in the matter of ARM Ltd.

09:06

11 versus Qualcomm Incorporated.

12 We're located today in Palo Alto,

13 California.

14 Counsel, would you please introduce

15 yourselves, after which the court reporter may swear

09:06

16 in the witness.

17 Thank you. You may proceed.

18 MR. FUNG: Nick Fung from

19 Morrison & Foerster here on behalf of plaintiff,

20 ARM.

09:06

21 MS. NYARADY: Catherine Nyarady from Paul,

22 Weiss on behalf of the defendants -- representing

23 the defendants and the witness.

24 I'm joined by my colleague Jacob Braly,

25 also from Paul, Weiss, and also Kurt Kjelland from

09:06



PRADEEP KANAPATHIPILLAI HC, AEO  
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6

1 Qualcomm.

2 EXAMINATION

3 BY MR. FUNG:

4 Q. Good morning, sir.

5 A. Good morning.

09:07

6 Q. Could you please state your name for the  
7 record?

8 A. Pradeep Kanapathipillai.

9 MR. FUNG: Oh, sorry. Please swear in the  
10 witness.

09:07

11 PRADEEP KANAPATHIPILLAI,  
12 called as a witness, having been first duly sworn,  
13 testified as follows:

14 EXAMINATION

15 BY MR. FUNG:

16 Q. My apologies for that.

17 Are you currently employed by Qualcomm?

18 A. Yes, I am.

19 Q. What is your current position?

20 A. My title is senior director of engineering  
21 in the CPU organization.

09:07

22 Q. Have you had your deposition taken before?

23 A. No.

24 Q. Have you ever testified in court?

25 A. No.

09:07

PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

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7

1 Q. So since this is your first deposition, I'd  
2 just like to go over some ground rules.

3 To ensure that the court reporter can  
4 record what we're saying, we should try not to talk  
5 over each other.

09:07

6 Does that sound okay?

7 A. Yes.

8 Q. And if you can wait until I finish my  
9 question before answering, I will give you an  
10 opportunity to answer.

09:07

11 Can you comply with that?

12 A. Yes.

13 Q. From time to time your counsel may object  
14 to some of my questions. Unless your counsel  
15 instructs you not to answer on the basis of  
16 privilege, you are obligated to respond to my  
17 question.

09:08

18 Do you understand that?

19 A. Yes.

20 Q. And you understand that in this court that  
21 between deposition questions, during breaks, you're  
22 not allowed to confer with your counsel about the  
23 substance of your testimony.

09:08

24 Do you understand that?

25 A. Yes.

09:08

PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

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8

1 Q. Is there any reason you cannot give full  
2 and complete testimony today?

3 A. No.

4 Q. Did you do anything to prepare for this  
5 deposition?

09:08

6 A. Yes.

7 Q. What did you do?

8 A. There was a few meetings -- there were a  
9 few meetings with the counsel.

09:08

10 Q. How many meetings were there?

11 A. Perhaps a day's worth of meetings.

12 Q. When was that day's worth of meetings?

13 A. Yesterday.

14 Q. How many hours did you meet for?

15 A. Around six to seven hours. Yeah.

09:08

16 Q. Who else was present at those meetings?

17 A. Just the counsel that was mentioned here.

18 Q. Did you review documents to prepare for  
19 today's deposition?

20 MS. NYARADY: You can answer that "yes" or  
21 "no."

09:09

22 THE WITNESS: Yes.

23 BY MR. FUNG:

24 Q. Did any of those documents refresh your  
25 recollection?

09:09

PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

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9

1 A. Yes.

2 Q. Which documents?

3 A. The CPU architecture specs and  
4 microarchitecture specs.

5 Q. CPU architecture specs -- how many CPU  
6 architecture specs did you review that refreshed  
7 your recollection?

09:09

8 A. The CPU ISA document from NUVIA and the CPU  
9 microarchitecture specs.

10 Q. The CPU ISA document from NUVIA, was that  
11 the CPU ISA document for [REDACTED]

09:09

12 MS. NYARADY: Objection.

13 THE WITNESS: Which [REDACTED]

14 BY MR. FUNG:

15 Q. Was it the CPU ISA document for [REDACTED]

09:09

16 MS. NYARADY: Objection.

17 THE WITNESS: Which [REDACTED] -- which CPU  
18 are you referring to?

19 BY MR. FUNG:

20 Q. Do you know what [REDACTED] is?

09:09

21 A. [REDACTED] is the code name that we used for  
22 one of our CPUs, yes.

23 Q. It's the code name for one of your CPUs.

24 So which code name is the CPU ISA

25 architecture that you reviewed?

09:10



PRADEEP KANAPATHIPILLAI HC, AEO  
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10

09:10

09:10

09:10

Q. You mentioned a second specification. Let  
me just take a quick look.

CPU microarchitecture specs. How many CPU  
microarchitecture specs did you review?

A. I did not review them in detail, but there  
were, I believe -- my recollection is somewhere  
between [REDACTED].

Q. Which CPUs did these microarchitecture  
documents correspond to?

A. All of them.

09:11

09:11

PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

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11

09:11

09:11

09:12

09:12

09:12

Q. Other than the CPU ISA architecture  
specification and the microarchitecture  
specifications, were there any other documents that  
refreshed your recollection?

A. No.

Q. Other than the counsel that were identified  
at this deposition, who else did you speak with  
about your deposition?

A. No one else.

Q. Where did you go to college, sir?

A. My last degree was at Stanford University.

Q. Did you get a bachelor's degree?

PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

December 01, 2023

12

1 A. At Stanford I got my master's.

2 Q. Did you get a bachelor's degree?

3 A. Yes.

4 Q. Where did you get your bachelor's degree?

5 A. University of Arizona.

09:12

6 Q. When did you get that bachelor's degree?

7 A. That was conferred in 1998.

8 Q. You said you got your master's degree at

9 Stanford; is that right?

10 A. Correct.

09:13

11 Q. When did you get your master's degree?

12 A. In the year 2000.

13 Q. Do you have any other -- any other degrees

14 post college?

15 A. No.

09:13

16 MR. FUNG: I would like to mark this

17 exhibit as Exhibit 1.

18 (Exhibit 1 was marked for identification by

19 the Certified Shorthand Reporter, and a

20 copy is attached hereto.)

09:13

21 BY MR. FUNG:

22 Q. And I'll represent to you, sir, that

23 Exhibit 1 is a PDF version of your LinkedIn profile.

24 And my question is, does Exhibit 1

25 accurately represent your LinkedIn profile?

09:13

PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

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13

1 A. Yes. It does.

2 Q. Great.

3 I want to talk about your employment at  
4 Apple.

5 It says here you worked at Apple from 2008  
6 to June 2019; is that correct?

09:14

7 A. That is correct.

8 Q. What were your responsibilities at Apple?

9 A. Over those 12 years, I did a number of  
10 things. At the time that I left Apple, my  
11 responsibility was to lead the CPU core architecture  
12 and microarchitecture RTL team.

09:14

13 Q. Why did you leave your position at Apple?

14 A. I wanted to join the start-up, NUVIA.

15 Q. Did you work with ARM while you were at  
16 Apple?

09:14

17 A. Yes.

18 Q. How did you work with ARM at Apple?

19 A. In a number of capacities. I used to work  
20 with the ARM architects on a technical basis very  
21 closely for the last 15 years.

09:14

22 Q. When you joined NUVIA, it says here in  
23 June 2019, what were your responsibilities when you  
24 joined?

25 A. I was leading the architecture and

09:15

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ARM LTD. V. QUALCOMM INC.

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14

1 microarchitecture RTL for the CPU core, the cluster,  
2 and the subsystem.

3 Q. Did your responsibilities change during  
4 your time at NUVIA?

5 A. Not at the time of NUVIA.

09:15

6

7

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09:15

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12

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09:16

16

17 Q. NUVIA, at some point, was acquired by  
18 Qualcomm; is that true?

19 A. Yes.

20 Q. When did Qualcomm acquire NUVIA?

09:16

21 A. March of 2021.

22 Q. When Qualcomm acquired NUVIA, did your job  
23 responsibilities change?

24 A. Not at the time of acquisition, but since  
25 then it has changed.

09:16





PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

December 01, 2023  
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[REDACTED]

MS. NYARADY: Objection.

[REDACTED]

09:17

BY MR. FUNG:

[REDACTED]

09:18

09:18

09:18

09:18

PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

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17

1 start-up to do great work and I was able to do so.

2 And yes, I was pleased with the payoff.

3 Q. Do you think you should have gotten more?

4 A. No.

5 Q. How many employees were at NUVIA -- strike  
6 that.

09:19

7 When you joined NUVIA, how many employees  
8 reported to you?

9 A. When I joined NUVIA, no one reported  
10 because at that time the NUVIA as a company was  
11 quite small. I believe I was the 25th employee at  
12 NUVIA, and we were forming the organization at that  
13 time.

09:19

14 Q. At the time NUVIA was acquired by Qualcomm,  
15 how many individuals reported to you?

09:19

16 A. About 25.

17 Q. How many employees were at NUVIA at the  
18 time of the acquisition?

19 A. 250.

20 Q. Of those 250, how many of those were  
21 engineers at NUVIA?

09:19

22 A. It would be around 220 or so, the remaining  
23 30 being sales and management and so on and so  
24 forth.

25 Q. Did your compensation -- did your

09:20



PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

December 01, 2023  
18

1 compensation change when you became a Qualcomm  
2 employee after the acquisition?

3 A. Yes.

4 Q. How did your compensation change?

5 A. All the employees at the time of  
6 acquisition were offered Qualcomm offers, and the  
7 numbers definitely were different in terms of how  
8 they were structured -- both in dollar amounts, as  
9 well as how they were structured.

09:20

10 Q. Did your compensation increase when you  
11 became a Qualcomm employee?

09:20

12 A. I am not recalling the details, but the  
13 overall package, I would say, is larger.

14 Q. Approximately how much larger at the time?

15 A. It is difficult to compare because prior to  
16 the acquisition, NUVIA was not a public company, and  
17 so the stock options were priced at a certain ground  
18 price. But there was not a market price for this  
19 because it was a start-up.

09:21

20

21

22

23 Q. How much did your base salary increase  
24 after you became a Qualcomm employee?

25

09:21

09:21

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Q. Do you currently own stock in Qualcomm

4 today?

5

A. I do.

09:21

6

Q. How many shares?

7

A. I don't recall the number of shares, but I

8

can quote you in dollar amounts roughly.

9

Q. What are the dollar amounts?

10

11

12

13

14

Q. We talked about [REDACTED] earlier. [REDACTED]

15

is a core; is that correct?

09:22

16

MS. NYARADY: Objection.

17

THE WITNESS: There are different CPUs.

18

19

20 BY MR. FUNG:

09:22

21

22

23

A. Can you clarify that question? What does

24

that mean, what is the CPU?

25

09:23

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20

1 MS. NYARADY: Objection.

2 THE WITNESS: CPU is a central processing

3 unit.

4 BY MR. FUNG:

5 Q. What is different between the [REDACTED]

09:23

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

09:23

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

09:23

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 What is Snapdragon?

09:24

21 A. Snapdragon is the external code name that

22 Qualcomm has been using for their chipsets.

23 Q. How does Snapdragon relate to [REDACTED]

24 [REDACTED]

25 A. Snapdragon is the external brand name.

09:24

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1 [REDACTED] are the internal names of the SoCs.

2 Q. What is Snapdragon X Elite?

3 A. Snapdragon X Elite is the latest publicly  
4 released, publicly announced SoC that was announced  
5 two months ago, about two months ago.

09:25

6 Q. Which CPU does Snapdragon X Elite use?

7 A. It uses the [REDACTED] CPU.

8 Q. Is the CPU in Snapdragon X Elite ARM  
9 compatible?

10 MS. NYARADY: Objection.

09:25

11 THE WITNESS: Could you rephrase that  
12 question? What does it mean, ARM compatible?

13 BY MR. FUNG:

14 Q. What does ARM compatible mean?

15 A. It doesn't have a technical definition.

16 That's why I'm asking you.

17 Q. So if I saw marketing materials from  
18 Qualcomm that said a CPU core was ARM compatible,  
19 would that be an inaccurate statement?

20 MS. NYARADY: Objection.

09:26

21 THE WITNESS: It would be inaccurate.

22 BY MR. FUNG:

23 Q. Okay. It would be a false statement?

24 MS. NYARADY: Objection. Mischaracterizes  
25 testimony.

09:26



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22

1 THE WITNESS: Please clarify.

2 BY MR. FUNG:

3 Q. So if I were to say the CPU in Snapdragon X  
4 Elite used an ARM-compatible CPU core, that would be  
5 a false statement?

09:26

6 MS. NYARADY: Objection.

7 THE WITNESS: It would be an obscure  
8 statement.

9 BY MR. FUNG:

10 Q. What do you mean by "obscure"?

09:26

11 A. Because it doesn't define the aspect of the  
12 ISA clearly.

13 Q. Why does it not define the aspect of the  
14 ISA clearly?

15 A. I think you should clarify your question.

09:26

16 Q. Why does it not define the aspect of the  
17 ISA clearly? That is your testimony. Can you  
18 please explain your testimony?

19 A. Repeat that question one more time.

20 Q. Why does "ARM-compatible CPU core" obscure  
21 or not define the aspect of the ISA clearly?

09:27

22 A. So an ISA, which is instruction set  
23 architecture, defines the hardware-software contract  
24 between the CPU and the software that runs on that  
25 CPU. And an ARM-compatible CPU is not the

09:27

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1 terminology that is used in the industry.

2 There are different ISAs such as ARM ISA,  
3 x86 ISA, RISC-V, MIPS, and so forth.

4 The CPU hardware needs to be compliant with  
5 the ISA, and that is the terminology that is used in  
6 the industry.

09:27

7 Q. So the proper terminology for the  
8 Snapdragon X Elite would be it uses an ARM-compliant  
9 core; is that correct?

10 MS. NYARADY: Objection. Mischaracterizes  
11 testimony.

09:27

12 THE WITNESS: It uses a CPU that is  
13 compliant with ARM ISA.

14 BY MR. FUNG:

15 Q. "A CPU that is compliant with ARM ISA," is  
16 that different from being an ARM-compliant CPU?

09:28

17 A. It's different from ARM-compatible CPU, but  
18 it's the same as ARM-compliant CPU.

19 Q. Okay. What market is the Snapdragon X  
20 Elite intended for?

09:28

21 A. It is intended for the premium compute  
22 market.

23 Q. What is the premium compute market?

24 A. Premium compute would be anywhere from  
25 high-end desktops to lower-end desktops to laptops,

09:28

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1 high-end to low-end laptops and down to the tablet  
2 space.

3 MR. FUNG: I'd like to mark this next  
4 exhibit has Exhibit 2.

5 (Exhibit 2 was marked for identification by  
6 the Certified Shorthand Reporter, and a  
7 copy is attached hereto.)

09:29

8 BY MR. FUNG:

9 Q. And don't worry, I'm not going to ask you  
10 about every single page, but if you could just take  
11 a look and let me know if you recognize this  
12 document.

09:29

13 A. I do.

14 Q. What is this document?

15

16

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09:29

09:29

09:30

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[REDACTED]

A. This was the first version and also the only version. Because as a start-up we did not pay attention to maintaining revisions for this document.

Q. How was this [REDACTED] used?

A. [REDACTED]

[REDACTED]

[REDACTED]

Q. I'd like to direct your attention to page 13 with the Bates number ending in 991.

Do you see that table on page 13?

A. I do.

Q. It says "Revision History," and there's a date on there, October 30th -- or 10/30/19.

Do you see that?

A. I see that.

Q. And there's a column with your -- that says "Name." It says "Pradeep.K."

Do you see that?

A. Yes.

Q. Did you author this document?

A. I did.

09:30

09:30

09:31

09:31

09:31

09:31



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1 Q. And is the date listed in that column the  
2 date that this document was initially released?

3 A. That was the first release of it.

4 Q. Did anyone else help you write this  
5 document?

6 A. No.

7 Q. You can set this aside. Thank you.

8 MR. FUNG: I'd like to mark the next  
9 document as Exhibit 3.

10 Exhibit 3 is a document produced by  
11 Qualcomm with Bates ending 688.

12 (Exhibit 3 was marked for identification by  
13 the Certified Shorthand Reporter, and a  
14 copy is attached hereto.)

15 BY MR. FUNG:

16 Q. And, sir, if you could please just look at  
17 the document and let me know if you recognize it.

18 A. I recognize this.

19 Q. What is this document?

20 A. This appears to be the slide presentation  
21 that I gave to Qualcomm just prior to the  
22 acquisition.

23 Q. And this is an accurate copy of that slide  
24 presentation you gave to Qualcomm?

25 MS. NYARADY: Objection.

09:31

09:32

09:32

09:32

09:32

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1 THE WITNESS: I don't recall all of the  
2 content in the presentation that was given at that  
3 time. This was two and a half years ago. But this  
4 appears to be the main presentation.

5 BY MR. FUNG:

09:33

6 Q. Great.

7 If you could please turn to page 3, Bates  
8 ending 690. The title of this page is [REDACTED]

9 [REDACTED] C [REDACTED]

10 Do you see that?

09:33

11 A. Yes.

12 Q. The NUVIA -- excuse me.

13 The [REDACTED], which CPU is this  
14 referring to?

15 A. This one refers to the [REDACTED] CPU.

09:33

16 [REDACTED]  
17 [REDACTED]

18 Q. I want to direct your attention to this  
19 figure that says [REDACTED]."

20 Do you see that?

09:34

21 A. Yes.

22 Q. What does [REDACTED]" stand for?

23 A. [REDACTED].

24 Q. What is the difference between an [REDACTED] and  
25 an SoC?

09:34

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1 A. The SoC is the system on a chip, and that's  
2 the die that is fabricated and manufactured. And  
3 the [REDACTED]

4 [REDACTED]  
5 Q. Would it be correct to think of it as an  
6 SoC can have one or many [REDACTED]?

09:34

7 MS. NYARADY: Objection.

8 THE WITNESS: An SoC can have many  
9 instances of a CPU cluster, whichever way the  
10 designers choose to organize it; as a cluster or any  
11 other way.

09:35

12 BY MR. FUNG:

13 Q. So when you mention "cluster," the diagram  
14 we see here [REDACTED], that's an example of one  
15 such cluster?

09:35

16 A. Correct.

17 Q. Okay. This particular [REDACTED]  
18 [REDACTED].

19 Do you see that?

20 A. Yes.

09:35

21 Q. And there's an arrow that points to a  
22 figure in the middle of the page that says "CPU  
23 core."

24 Do you see that?

25 A. Yes.

09:35

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1 Q. So would it be accurate [REDACTED]

2 [REDACTED]

3 A. From a design boundary and a physical  
4 boundary it would be accurate.

5 Q. Got it.

09:35

6 Within the diagram that says "CPU core,"  
7 there are various agents listed: [REDACTED]  
8 et cetera -- strike that.

9 Actually, let me clarify first.

10 What is a CPU agent?

09:36

11 A. A CPU agent, that's not a terminology  
12 that's used in the industry.

13 Can you clarify?

14 Q. Let me ask it a different way.

15 What is -- in this figure there is a series  
16 of boxes labeled with various letters, including  
17 [REDACTED] and so on.

09:36

18 What is an [REDACTED]

19 A. An [REDACTED] -- the acronym [REDACTED] stands for

20 [REDACTED]

09:36

21 (Stenographer clarification.)

22 Q. What is an [REDACTED]

23 A. [REDACTED]

[REDACTED]

[REDACTED]

09:36

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3

4 Q. You mentioned that it is a block.

5 Would it be correct to view these acronyms

6 in this CPU core figure as CPU blocks?

7 A. Either blocks or units. Those would be

8 fine.

9 Q. So they're either blocks or units, but they

10 are not agents?

11 A. They are not agents.

12 Q. Does the term "agent" mean anything to you

13 in the context of a CPU core?

14 A. No.

15 Q. So from this figure I see that there are

16 [REDACTED]; is

17 that accurate?

18 A. That's accurate.

19 Q. There is a block that lists [REDACTED]."

20 Do you see that?

21 A. Yes.

22 Q. What does [REDACTED] stand for?

23 A. [REDACTED] stands for [REDACTED]

24 Q. And what does [REDACTED] stand for?

25 A. [REDACTED], is what [REDACTED] stands

09:37

09:37

09:37

09:37

09:38



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1 for.

2 Q. The CPU blocks that are listed here, are

3 these implemented using code?

4 A. They are designed in the RTL using Verilog

5 code. But there are many representations of the

6 design.

7 Q. Got it.

8 There's an image here on the right.

9 Unfortunately it's a little blurry. But this

10 darkened image on the right, I see there is 

11 listed in a couple -- a few places.

12 What is this image from?

13 A. 

 .

15 Q. How was this image generated?

16 A. 

19 Q. Was this -- just to clarify, did you mean

20 flow plan or floor plan?

21 A. Floor as in F-L-O-O-R P-L-A-N. Floor plan.

22 Q. Oh, okay.

23 The floor plan for the CPU, was that done

24 in Cadence?

25 A. I don't recall the EDA CAD tools we used

09:38

09:38

09:39

09:39

09:39

1 back then.

2 Q. How many engineers worked on designing and  
3 implementing the CPU blocks we see here in this  
4 figure, the CPU core?

5 A. We need clarity in that question.

09:40

6 For how many blocks? How many -- please  
7 clarify.

8 Q. Okay. Let me -- let me re-ask it a  
9 different way.

10 How many engineers worked on the [REDACTED] block?

09:40

11 A. So designing a block such as [REDACTED] requires  
12 engineers from different disciplines; architecture,  
13 microarchitecture, RTL, design verification, DFT,  
14 physical design.

15 If combined in total, it would be on the  
16 order of 15 people.

09:40

17 Q. Got it.

18 How about the [REDACTED] block? How many  
19 engineers?

20 A. I would say similar; 10 to 15 perhaps,  
21 yeah, in total.

09:40

22 Q. Would that be the same answer for the  
23 remaining blocks listed here?

24 A. Yes, roughly. But in -- different blocks  
25 have different levels of complexities, and so there

09:40

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1 might be some variance.

2 Q. When was this presentation given to  
3 Qualcomm?

4 A. I don't recall the detail -- the dates on  
5 the details, but it'll be starting from  
6 mid-December 2020 through end of Jan 2021.

09:41

7 Q. And that was before the acquisition?

8 A. That was before the acquisition closed.

9 Q. Got it. Okay. You can set this aside.

10 Thank you.

09:41

11 MR. FUNG: I'd like to mark this next  
12 document as Exhibit 4, I believe. This is an e-mail  
13 produced by Qualcomm with Bates ending 978.

14 (Exhibit 4 was marked for identification by  
15 the Certified Shorthand Reporter, and a  
16 copy is attached hereto.)

09:42

17 BY MR. FUNG:

18 Q. I'll just give you a moment to look over  
19 that document. And please let me know when you're  
20 ready.

09:42

21 MS. NYARADY: Given the documents that have  
22 been marked, I'm going to mark the transcript highly  
23 confidential source code, attorneys' eyes only, and,  
24 for the record, just state under the protective  
25 order I'm going to be removing the source code

09:42



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1 exhibits at the end of the deposition. So you can  
2 just put a placeholder in there.

3 THE WITNESS: Repeat that question, sir.

4 BY MR. FUNG:

5 Q. Sure.

09:42

6 Do you recognize this e-mail exchange?

7 A. Yes, I recall.

8 Q. What is this e-mail about?

9 A. Give me a minute --

10 Q. Sure thing.

09:43

11 A. -- let me study this.

12

13

14

15

16

09:44

17 Q. I want to direct your attention to the

18 e-mail at the top of the chain on page 1 ending in

19 Bates 978. It is an e-mail sent by you to

20 Mohd Imran Beg.

09:45

21 Do you see that?

22 A. Yes.

23 Q. And this is an e-mail you wrote in your

24 role as a NUVIA employee; is that right?

25 A. Yes.

09:45

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1 Q. Who is Imran Beg? I'm not sure if I'm  
2 saying his name correctly. Who is Imran?

3 A. Imran is -- was an engineer who was  
4 reporting to me in my team.

5 Q. And who is Vinod Chamarty?

09:45

6 A. He was an employee at NUVIA, but he was not  
7 working on the CPU, but rather on the SoC.

8 Q. Got it.

9 At the time of this e-mail, how many  
10 individuals reported to you at NUVIA?

09:45

11 A. This was early 2020. I would say five to  
12 ten people at that time.

13 Q. And around -- at the time of this e-mail,  
14 how many engineers were employed by NUVIA?

15 A. I don't recall, but I'm going to guess  
16 about 100.

09:45

17 Q. Got it.

18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]

09:46

22 Do you see that?

23 A. Yes.

24 Q. Why did you tell Imran not to disclose  
25 anything about NUVIA plans?

09:46

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1 A. It is standard practice in the industry  
2 when you are working with customers or suppliers to  
3 never disclose anything about the company's plans.

4 Q. And that includes to ARM?

5 A. That includes to ARM.

09:46

6 Q. Are there any instances where you would  
7 want to disclose to your licensor your company's  
8 plans?

9 A. No.

09:46

10

11

12

13 A. Yes.

14 Q. What do you mean by "ARM architectural  
15 licensee"?

09:47

16 A. That NUVIA has -- at that time, I believe,  
17 NUVIA had signed the ARM architectural license  
18 agreement.

19 Q. Got it. You can set this document aside.

20 MR. FUNG: I would like to mark this next  
21 document as Exhibit 5.

09:47

22 (Exhibit 5 was marked for identification by  
23 the Certified Shorthand Reporter, and a  
24 copy is attached hereto.)

25 ///

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1 BY MR. FUNG:

2 Q. Just please take a look at that and let me  
3 know when you are ready.

4 A. Yes. I recognize.

5 Q. What is this e-mail about?

09:49

6 A. This was, again, in the early stages of  
7 developing the [REDACTED] we were discussing  
8 the interface between the CPU cluster and the  
9 coherence fabric that it will interface to.

09:49

10 Q. Got it.

11 And this e-mail was sent and received in  
12 the course of business at NUVIA?

13 A. That is correct.

14 Q. When you said [REDACTED] is that

15 [REDACTED]  
16 [REDACTED]

09:49

17 Q. Got it.

18 I want to direct your attention to your  
19 e-mail in the middle of the page 1 ending in  
20 Bates 613, dated April 9, 2020.

09:49

21 Do you see that?

22 MS. NYARADY: Objection. I think you meant  
23 April 29th.

24 THE WITNESS: Repeat that question.

25 ///

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1 BY MR. FUNG:

2 Q. Sure.

3 I want to direct your attention, with  
4 Catherine's correction, to your e-mail on the middle  
5 of the page that is dated approximately April 29,  
6 2020.

09:49

7 Do you see that?

8 A. Yes.

9 Q. This e-mail is to -- or rather your e-mail  
10 is addressed to Shyam, Vikas, and Swapnil.

09:50

11 Do you see that?

12 A. Yes.

13 Q. Who is Shyam?

14 A. He was an engineer reporting to me.

15 Q. And what was his role?

09:50

16 A. He was the architect and RTL owner for the  
17 [REDACTED], which was a unit in the CPU  
18 cluster.

19 Q. And who is Vikas?

20 A. He was in the same team as the [REDACTED]

09:50

21 [REDACTED]

22 Q. Got it.

23 And who is Swapnil?

24 A. He was also a NUVIA engineer in the same  
25 team.

09:50



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1 Q. Around at the time of this e-mail, how many  
2 individuals reported to you?

3 A. So this is end of April 2020. I'm going to  
4 guess -- again, I don't recall -- I'm going to guess  
5 it's on the order of 20 people.

09:51

6

7

8

9 Do you see that?

10 A. Yes.

09:51

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09:51

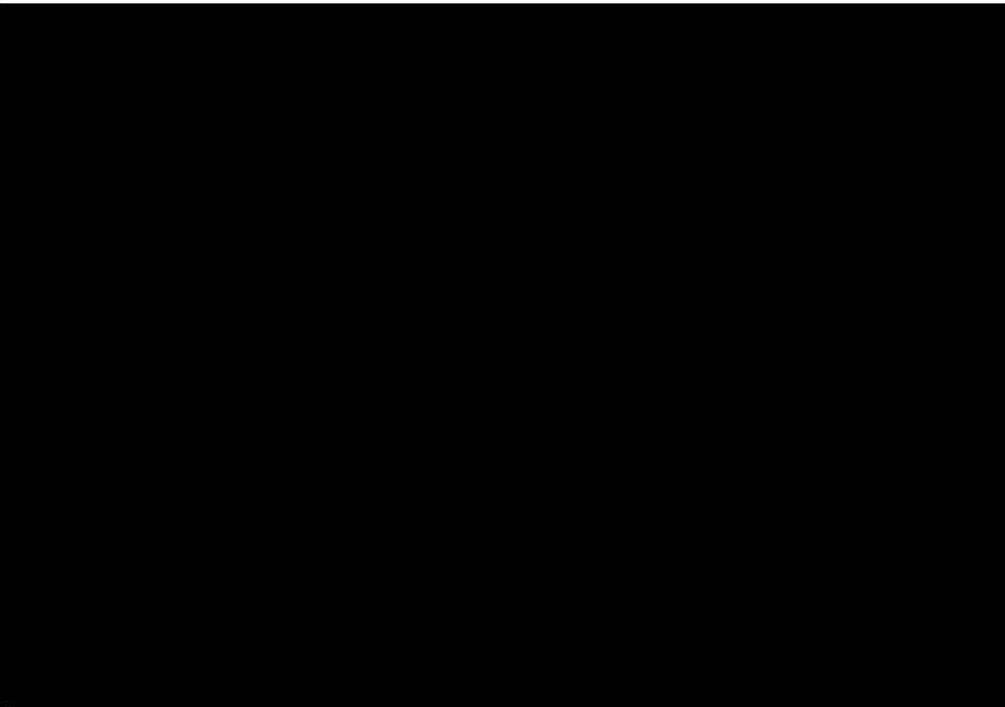
09:52

09:52

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Q. Got it.

And I want to direct your attention to the  
next paragraph where there is -- one, two, three,  
four, five -- five Confluence links -- five  
Confluence links, I believe.

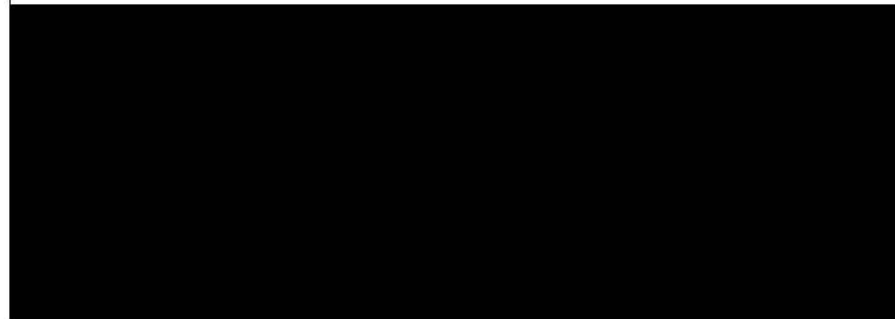
Do you see that?

A. Yes.

Q. And in front of each Confluence link,  
there's some text in bold that read 

Do you see that?

A. Yes.



09:52

09:52

09:52

09:53

09:53

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09:53

09:53

09:54

09:54

09:54

Q. Got it.

In the paragraph preceding these five  
Confluence links, you have a sentence or paragraph  
directed to Shyam and Vikas.

Do you see that?

A. Yes.

Do you see that?

A. Yes.

Q. What do you mean by seed the estimates?

A. It means that as part of the CPU design  
development effort, both the design as well as the  
verification of the CPU, we had to organize our  
efforts into a set of integrations. Within each  
integration, there are RTL and design verification,  
DV, tasks. Each of those tasks had to be  
enumerated, itemized, and their efforts estimated so



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1 that we can quantify how long it takes to design a  
2 CPU.

3 Q. What does design verification mean?

4 A. It means verifying the design for its  
5 functional correctness.

09:54

6 Q. And where would that functional correctness  
7 be defined?

8 MS. NYARADY: Objection.

9 THE WITNESS: The functional correctness is  
10 of the design against the architecture, whatever the  
11 architecture may be.

09:55

12 BY MR. FUNG:

13 Q. And how did you go about verifying the  
14 design for its functional correctness?

15 A. So this was a large effort that took about  
16 three years to verify the CPU. Numerous design  
17 verification technologies were built at NUVIA and  
18 since then at Qualcomm.

09:55

19 We can talk about any one of those pieces  
20 if you have specific questions.

09:55

21 Q. Approximately how many pieces are you  
22 referring to?

23

24

25

09:56

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1 Q. Could you give three examples of such  
2 pieces at the highest level of classification?

3 [REDACTED]

4 m [REDACTED]

5 e [REDACTED]

6 a [REDACTED]

7 t [REDACTED]

8 [REDACTED] be

9 [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 [REDACTED]  
21 [REDACTED]  
22 [REDACTED]  
23 [REDACTED]  
24 [REDACTED]  
25 [REDACTED]

09:56

09:56

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Q. Got it. Okay. Thank you. You can set  
that document aside.

09:58

MR. FUNG: I'd like to mark this next  
document as Exhibit 6.

With apologies for the size of the font,  
but this document was produced to us by Qualcomm,  
Bates ending 828.

09:58

(Exhibit 6 was marked for identification by  
the Certified Shorthand Reporter, and a  
copy is attached hereto.)

BY MR. FUNG:

09:58

Q. I'll give you a moment to just review it  
and let me know when you're ready.

A. Is this the only copy that you have? I'm  
having difficulty reading this text, the small font.

Q. I'm having difficulty as, so -- well, let  
me just ask you a couple questions.

09:59

The top half of the page, I see an e-mail  
from Nitin Sharma to Manu Gulati and yourself with a  
copy to Conrado Blasco.

Who is Manu Gulati?

10:00

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1 A. Manu was one of the founders of NUVIA.

2 Q. And who is Conrado Blasco?

3 A. He's another NUVIA employee.

4 Q. What was Conrado's role at NUVIA?

5 A. Conrado was leading the CPU performance

6 modeling and performance validation.

7 Q. Got it.

8 There is a chart in the middle of the page.

9 Do you see this chart or, rather, graph or

10 graphic?

11 A. Yes.

12 Q. Do you recognize this particular graphic?

13 A. No, I don't.

14 Q. Okay. Just a couple questions, then.

15 In the middle of the graphic there is a

16 text that says [REDACTED]

17 [REDACTED]

18 A. Let me try to locate that.

19 Is that in the middle of the diagram?

20 Q. Middle of the diagram, top line between May

21 and June 2021.

22 A. Yes, I see that text.

23 Q. What does [REDACTED] mean?

24 [REDACTED]

25 [REDACTED]

10:00

10:00

10:00

10:01

10:01

1

2 (Stenographer clarification.)

3 Q. And what does tapeout mean?

4 A. Tapeout is the terminology that is used in  
5 the industry where the completed physical design is  
6 shipped to the foundry for manufacturing.

10:02

7 Q. What is required in a complete -- let me  
8 strike that question. Strike that.9 What does a -- what does a completed  
10 physical design comprise of?

10:02

11 A. I mean, it's a broad question. The  
12 completed physical design of an entire die for the  
13 SoC has many pieces within.14 If there's any -- if there is a specific  
15 area, then I can talk about.

10:02

16 Q. Okay. Let's try it this way: In order for  
17 you to ship the physical design to the foundry, what  
18 do you have to physically give to the foundry?19 A. The standard process is that the design  
20 house has to deliver a fully verified and a fully  
21 completed physical design database in a format  
22 called GDS and ship that electronically to the  
23 foundry.

10:03

24 Q. And what does the foundry do with that  
25 completed physical design database?

10:03



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1 A. That physical design database is used by  
2 the foundry to construct the masks that are used for  
3 the lithography process in the silicon process and  
4 technology, which is a very complex process.

5 Q. What is the output of the tapeout process  
6 by the foundry?

10:04

7 MS. NYARADY: Objection.

8 THE WITNESS: I think your question is not  
9 worded correctly.

10 BY MR. FUNG:

10:04

11 Q. What does -- how would you word the  
12 question, then?

13 MS. NYARADY: Objection.

14 THE WITNESS: Could you ask the question  
15 one more time?

10:04

16 BY MR. FUNG:

17 Q. What do you get in return from the foundry?

18 A. Depends on how the business arrangement  
19 with the foundry is structured by the design house.

20 The typical process in the industry is that  
21 when the foundry completes the manufacturing of the  
22 die, it needs to be packaged and tested. And  
23 sometimes that testing happens on-site in the  
24 foundry. Sometimes the foundry partners with the --

10:04

25 what we refer to as OSATs, outsourced semiconductor

10:04

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1 and test assembly houses.

2 But at the end, the design house receives

3 packaged parts.

4 Q. You mentioned "design house." Would NUVIA

5 be considered a design house?

10:05

6 A. Yes.

7 Q. Oh, okay.

8 You can set this document aside.

9 We've been going for about an hour now, if

10 you want to take a ten-minute break.

10:05

11 A. I'm fine.

12 MS. NYARADY: Are you good for a break?

13 BY MR. FUNG:

14 Q. Good for a break?

15 A. No, I can continue.

10:05

16 MS. NYARADY: Do you want to keep going?

17 BY MR. FUNG:

18 Q. You want to keep going?

19 A. Yes.

20 Q. Okay. Let's keep going.

10:05

21 I'd like to mark this next document as

22 Exhibit 17.

23 MS. NYARADY: I think you mean 7.

24 MR. FUNG: 7. Sorry about that.

25 ///

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(Exhibit 7 was marked for identification by  
the Certified Shorthand Reporter, and a  
copy is attached hereto.)

BY MR. FUNG:

Q. And I'll represent to you this is an e-mail  
exchange between ARM's outside counsel and  
Qualcomm's outside counsel.

And I just want to direct you to the first  
page. It is an e-mail from jacob@ -- I believe --  
paulweiss dated September 12, 2023. And there is a  
list of what he describes as SoCs and cores in the  
middle of that page?

Do you see that?

A. Let me read through this.

Q. Sure thing.

A. Yeah, I see the first page.

Q. Great.

That first page lists several of what we  
have been calling code names: [REDACTED]

Do you see that?

A. I see that.

Q. We have been talked about [REDACTED]



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[REDACTED]

A. It use --

10:08

Q. Is there a code name for it?

Sorry. Go ahead.

A. It uses the [REDACTED]

[REDACTED]

10:08

10:09

Q. Let me just try and clear up the record a little.

[REDACTED]

10:10

10:10

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11 Q. Okay. Okay. Has the source code for these  
12 projects been produced in this lawsuit?

13 A. I'm not aware of the full list of source  
14 codes that has been provided to you.

15 MS. NYARADY: Counsel, if it helps, we did  
16 prepare a document for this topic that he can use.  
17 He just doesn't have personal knowledge.

10:11

18 MR. FUNG: Okay.

19 BY MR. FUNG:

20 Q. In that case, can you consult your document  
21 and answer that question?

10:11

22 MS. NYARADY: We have copies if you want to  
23 mark it.

24 MR. FUNG: Yeah. Let's mark this as  
25 Exhibit 8.

10:11

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(Exhibit 8 was marked for identification by  
the Certified Shorthand Reporter, and a  
copy is attached hereto.)

BY MR. FUNG:

Q. Let's switch. You can look at the marked  
version, and I'll look at the unmarked version.

A. Give me a minute. Let me...

Q. Sure thing.

A. Yes, I see that.

Q. So in your -- what's been marked as  
Exhibit 8 is a list of projects and folders; is that  
accurate?

A. The way I would characterize this is it's a  
list of projects. And right where it says [REDACTED]  
the [REDACTED], and [REDACTED]

Q. And the source code for these projects as  
described in these folders was produced in this  
lawsuit?

A. I believe so. That's my understanding.

Q. That source code was made available for  
review on a source code computer; is that right?

A. I believe so.

Q. And the source code that was made available  
for review on the source code computer is an  
accurate copy of the source code projects as they

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1 exist at Qualcomm in NUVIA?

2 A. I believe at the time of the snapshot,  
3 correct.

4 Q. And the source code files on the source  
5 code computer are organized in the same manner as  
6 they are kept in the ordinary course of business at  
7 Qualcomm or NUVIA?

8 A. Repeat that -- sorry -- question again.

9 Q. Sure thing.

10 The source code files on the source code  
11 computer that were made available for review in this  
12 lawsuit are organized in the same manner as they are  
13 kept at Qualcomm and NUVIA?

14

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21 I was not involved in the organizing and  
22 providing of the snapshot, which is why I'm not  
23 clear on the -- on the content of these snapshots.

24 Q. So what was included in each of these  
25 snapshots that were made available for review on the

10:15

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1 source code computer?

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10:16

6 Q. How about for the rest of the projects

7 listed here?

8

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10:17

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12 Q. In this list there are names of folders

13 underneath each project.

14 Do you see that?

15 A. Yes.

10:17

16 Q. Were there any subfolders or files excluded

17 under each of these folders?

18 And by "excluded" I mean not made available

19 for review on that source code computer.

20 A. No. I believe the complete repository was

10:18

21 provided. But I'll have to look at the folder

22 before commenting, but that's my understanding so

23 far.

24 Q. You would have to look at the folder on the

25 source code machine?

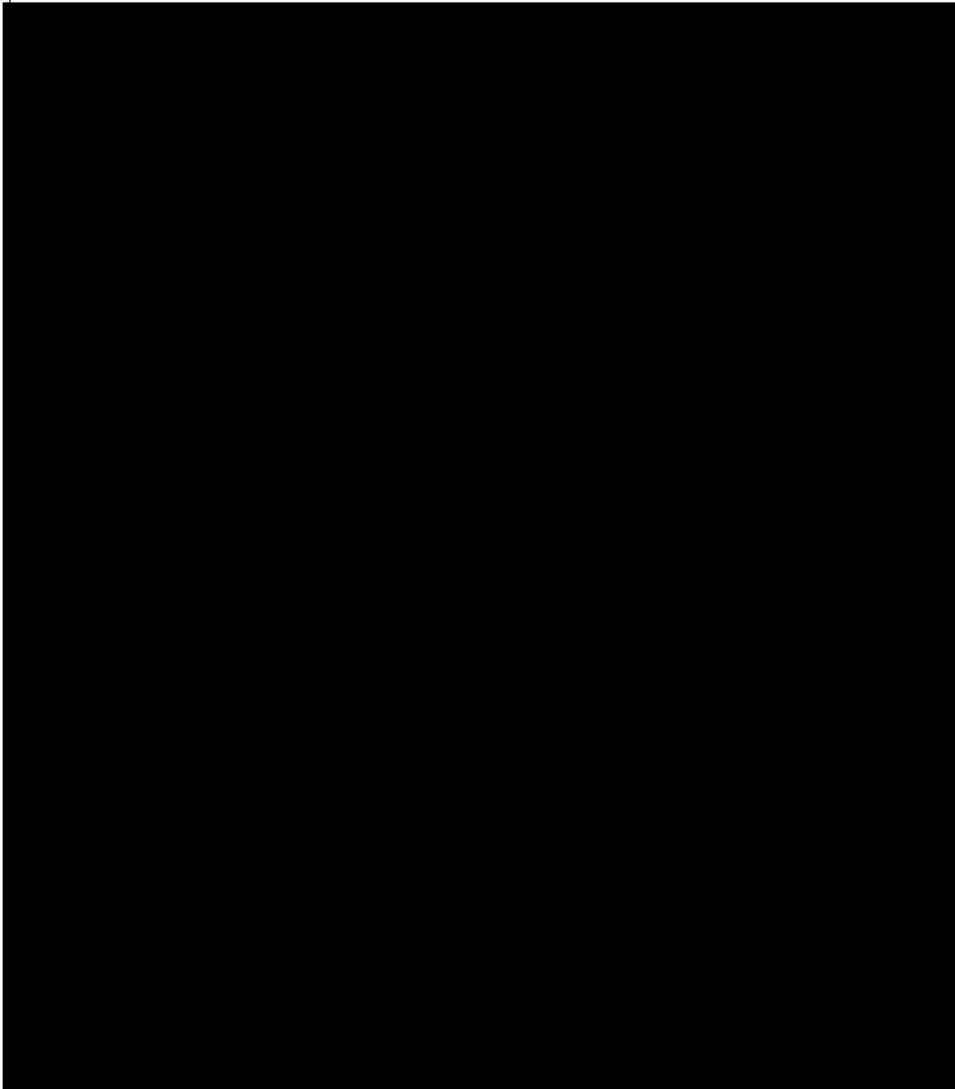
10:18



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1 A. Yes.



10:18

10:19

10:19

18 But again, this is a high-level  
19 organization that I'm describing, not necessarily  
20 what we may or may not have followed. But if I were  
21 to look at that snapshot, I can tell you more  
22 precisely.

10:19

23 Q. When you say "look at the snapshot," what  
24 do you mean by that?

25 A. At the content that was provided to you.

10:19

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[REDACTED]

Is that how the source code was kept in the  
ordinary course of business at Qualcomm and NUVIA?

A. I can't comment without looking at it.

Q. Let me just ask a few more questions.

Obviously, I don't have the source code  
computer here, but let's see if you can answer them.

[REDACTED]

Does that mean anything to you?

A. No, it doesn't.

[REDACTED]

A. No, it doesn't.

[REDACTED]

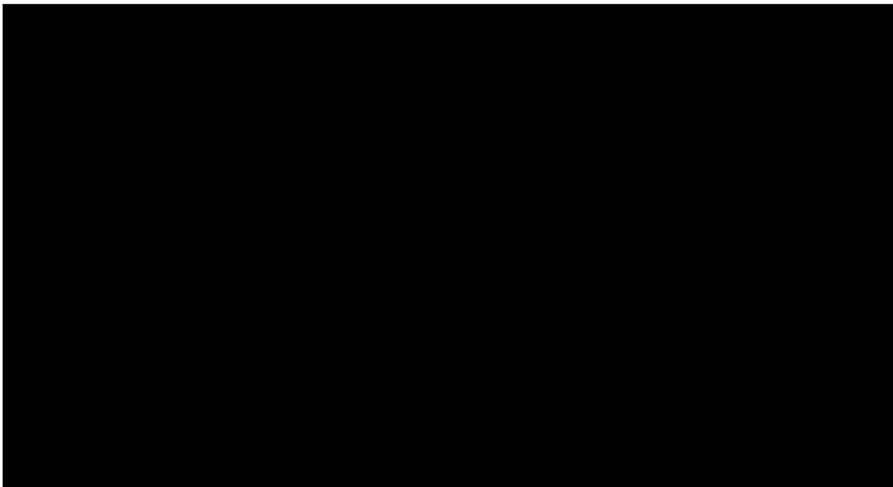
10:20  
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Q. You've mentioned the -- you've used the  
term "snapshot" several times now. What do you mean  
by snapshot?

A. In this context, it would be a snapshot of  
some content from a repository.

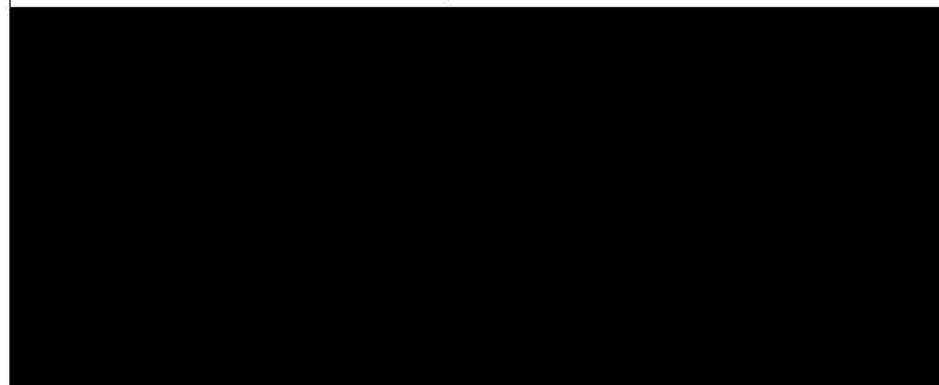
Q. "Repository," do you mean the source code  
repository?

A. In this context, it would be.

Q. Okay. How is that source code repository  
maintained at Qualcomm and how -- strike that.

How was that source code repository  
maintained at NUVIA?

MS. NYARADY: Objection.



10:22

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10:24

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1 BY MR. FUNG:

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5 MS. NYARADY: Objection

10:24

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9 BY MR. FUNG:

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15 MS. NYARADY: Objection.

10:24

16 THE WITNESS: It is subjective. Depends on  
17 the designer and the verification engineer.

18 BY MR. FUNG:

19 Q. Sorry. Let me just go back a little bit.

20 What was your undergraduate degree in?

10:25

21 A. In electrical engineering.

22 Q. What was your graduate degree in?

23 A. In electrical engineering.

24 Q. Have you ever worked as a software

25 engineer?

10:25

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1 A. No.

2 Q. You mentioned, or you testified that the

3

4

5 A. That's correct.

10:25

6 Q. How would an engineer determine what  
7 changes were made in each version of the code in  
8 that repository?

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MS. NYARADY: Objection.

25

THE WITNESS:

10:26

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BY MR. FUNG:

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1 How about for [REDACTED]

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5 10:29

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18 MS. NYARADY: Objection.

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25 10:31

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1 BY MR. FUNG:

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 [REDACTED] 10:31

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED] 10:31

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED] 10:32

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED] 10:32

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 [REDACTED] 10:33

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[REDACTED]

(Stenographer clarification.)

BY MR. FUNG:

Q. Let's just take an example and let's go  
with under [REDACTED] for example.

[REDACTED]

Do you see that?

A. Yes.

Q. I will represent to you that the folder,  
the top-level folder above that folder has the  
folder name redacted.

Do you know why that folder name would be  
redacted, the top-level folder?

MS. NYARADY: Asked and answered.  
Objection.

THE WITNESS: No.

MR. FUNG: You can set this document aside.  
I would like to mark as Exhibit 9 this  
following e-mail exchange. It's produced by  
Qualcomm with Bates ending in 508.

///  
///

10:33  
  
  
  
  
  
  
  
  
10:34  
  
  
  
  
  
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10:35



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(Exhibit 9 was marked for identification by  
the Certified Shorthand Reporter, and a  
copy is attached hereto.)

BY MR. FUNG:

Q. I'll just give you a moment to take a look  
at it, and please let me know when you are ready.

A. Yes.

Q. What is this document marked as Exhibit 9?

A. It's an e-mail exchange.

Q. This is an e-mail exchange sent and  
received in the ordinary course of business at  
Qualcomm?

A. Yes.

Q. I want to direct your attention to the top  
e-mail which appears to be authored by you; is that  
correct?

A. Correct.

Q. And that e-mail from you was sent to  
someone called Huzefa Sanjeliwala.

Do you see that?

A. Correct.

Q. Who is Mr. Sanjeliwala?

A. He was an engineer in the CPU team  
reporting to me.

Q. Was he a NUVIA employee?

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1 MS. NYARADY: Objection.

2 MR. FUNG: Strike that.

3 BY MR. FUNG:

4 Q. Was he one of the employees from NUVIA that  
5 came on board to Qualcomm after the acquisition?

10:38

6 A. Yes, he was.

7 Q. And what was his role?

8 A. He was working on the -- on the [REDACTED]

9 [REDACTED].

10

11

12

13

14 Do you see that?

15 A. Yes.

16

17

18 MS. NYARADY: And I will just caution you  
19 not to reveal attorney-client communications. But  
20 you can answer to the extent you don't do that.

10:39

21 THE WITNESS: I'm trying to refresh the  
22 context of this e-mail thread.

23

24

25

10:41

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1

2 BY MR. FUNG:

3 Q. Anything else you can tell me about your  
4 e-mail to Mr. Sanjeliwala that is not privileged?

5 A. No. That is all I can recall.

10:41

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10:43

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1 MS. NYARADY: Objection.

2 THE WITNESS: Post-acquisition, NUVIA was  
3 no longer a separate company.

4 BY MR. FUNG:

5 Q. Do you know, post-acquisition, whether  
6 NUVIA was a separate entity?

10:44

7 A. I think I already answered that.

8 Q. You said "separate company."

9 Do you mean -- do you mean to say that  
10 company and entity are the same thing, in your  
11 answer?

10:44

12 A. No, it's not. Entity could mean a variety  
13 of things.

14 Q. Okay. So do you know -- do you know if --  
15 post-acquisition whether NUVIA was a separate  
16 entity?

10:44

17 A. For a fact, post-acquisition, a company  
18 that has been acquired by the larger company -- the  
19 smaller company does not exist anymore. So it's  
20 part of the larger company.

10:44

21 Q. Did any employees who were NUVIA employees  
22 before the acquisition remain NUVIA employees after  
23 the acquisition?

24 A. No.

25 Q. You can set that document aside.

10:45

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1 MS. NYARADY: Could we take a quick break?

2 MR. FUNG: Yeah, sure.

3 Do you want to take a five, ten-minute

4 break?

5 MS. NYARADY: Is that okay with you?

10:45

6 THE WITNESS: Yeah, absolutely.

7 MR. FUNG: Let's take a break.

8 THE VIDEOGRAPHER: Off the record at

9 10:45 a.m.

10 (Recess.)

11:00

11 THE VIDEOGRAPHER: Back on the record.

12 It's 11:00 a.m.

13 BY MR. FUNG:

14 Q. Welcome back, sir.

15 MS. NYARADY: And before you start, during

11:00

16 the break after consulting with you, we did educate

17 the witness on -- I think there were three questions

18 relating to the code that had been provided in this

19 case that he was not able to answer.

20 So he's going to answer those questions

11:01

21 now.

22

23

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25

11:01



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11:01

11:01

11:01

11:02

11:02

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1 this and let me know when you are ready.

2 A. Yes.

3 Q. Do you recognize this document marked as  
4 Exhibit 10?

5 A. Yes.

11:06

6 Q. What is this document?

7 A. This looks to be a chat exchange between  
8 myself and another engineer called Raghu Sankuratri.

9 Q. What was Mr. Sankuratri's role?

10 A. He was, at that time, I believe, a senior  
11 director or vice president of the CPU operations.

11:06

12 Q. Did you report to him?

13 A. No, I did not.

14 Q. Did he report to you?

15 A. No, he did not.

11:06

16 Q. He was in a different department or a  
17 different group. Would that be accurate?

18 A. That's correct.

19 Q. The first text from Mr. Sankuratri at the  
20 very top of the page ending in -- Bates ending 711

11:07

21

22

23

24 Do you see that?

25 A. Yeah.

11:07



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A. Correct.

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20

Do you see that?

21

A. Yes.

22

Q. What does [REDACTED] mean?

23

24

25

11:07

11:07

11:08

11:08

11:08

PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

December 01, 2023

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1

2

3

4

Do you see that?

5

A. Yes.

11:09

6

7

8

9

A. Yes.

11:09

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

11:09

11:09

11:10

PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

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1 Do you see that?

2 A. Yes.

3 Q. And I'll just read the full sentence.

4

5

6

7

8 Do you see that?

9 A. Yes.

10 Q. What did you mean by

11

12

13

14

15

16

17

18

19

20

21

22

23 Q. Okay. I want to direct your attention to

24 the second page of this document, Bates ending 712.

25 And towards the bottom of the page -- I

11:10

11:10

11:11

11:11

11:11

PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

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1 guess the third text exchange up from the bottom of  
2 the page there is a text from you that starts with:

3

4

5 Do you see that?

11:12

6

7

8

9

10

11:12

11 Do you see that?

12 A. Yes.

13 Q. What did you mean by

14

15

11:12

16

17

18

19

20

11:12

21

22

23

24

25

11:13

PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

December 01, 2023  
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1 MS. NYARADY: Objection.

2 THE WITNESS: There were about [REDACTED]  
3 architectures and features that had to be developed  
4 and designed and created from the ground up in the

5 [REDACTED]

11:13

6 BY MR. FUNG:

7 Q. Were there other features in the [REDACTED]  
8 that were not developed and designed and created  
9 from the ground up?

11:14

10 MS. NYARADY: Objection.

11 THE WITNESS: Yes, there were other  
12 features.

13 BY MR. FUNG:

14 Q. Do you have any documentation showing those  
15 features?

11:14

16 A. Some of the design material that we have  
17 provided to you would show that information as to  
18 how much work was done at Qualcomm post-acquisition  
19 on both -- on the [REDACTED] as well as the  
20 [REDACTED] that was designed at  
21 Qualcomm.

11:14

22 Q. By "design material," do you mean the  
23 source code?

24 A. Not just the source code, but also the Jira  
25 tickets, bug information, and so on and so forth.

11:15

PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

December 01, 2023  
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1 Q. I just wanted to go back to a piece of your  
2 testimony from earlier.

3 You mentioned that currently the value of  
4 your -- I believe it was vested shares of Qualcomm  
5 was approximately [REDACTED] is that right?

11:15

6 A. The unvested.

7 Q. Unvested. Okay.

8 Do you currently have vested shares of  
9 Qualcomm stock?

11:15

10 A. I believe I do.

11 Q. How many vested shares of Qualcomm stock do  
12 you currently own?

13 A. I don't recall the exact numbers, but

14 s [REDACTED] f [REDACTED]

15 Q. So would it be -- so would it be accurate  
16 to say that the approximate value of your unvested  
17 and vested Qualcomm shares today is approximately  
18 [REDACTED]

11:16

19 A. Pretax.

20 Q. Pretax. Got it.

11:16

21 MR. FUNG: Counsel, I have no further  
22 questions for today, but as we stated in our  
23 correspondence, we have concerns with the amount of  
24 time we were given, in terms of notice that this  
25 witness would be a 30(b)(6) designee for source code

11:16



PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

December 01, 2023

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1 topics. We also have concerns that he was not  
2 provided with a source code computer nor were we  
3 given adequate time to request one. The parties  
4 also have a pending dispute before the Court on the  
5 logs and source code change logs for any versions of  
6 source code produced. So we will have to keep this  
7 deposition open.

11:17

8 With that I pass the witness.

9 MS. NYARADY: We obviously disagree in  
10 terms of holding the deposition open. And just to  
11 be clear on the topics for source code, we're  
12 talking about Qualcomm Topic 44 and NUVIA Topic 40,  
13 which are limited to identifying -- as we read the  
14 topic, limited to identifying the code that was  
15 produced in the litigation, which he's done.

11:17

16 There were other topics that actually had  
17 to do with the code at a more granular level that  
18 were assigned to a different witness who was already  
19 deposed. That deposition was not left open. And  
20 ARM's failure to ask that witness questions is ARM's  
21 own doing. So we disagree with that.

11:17

22 Why don't we take a quick break and then  
23 I'll let you know if I have any questions.

24 MR. FUNG: Sounds great.

25 MS. NYARADY: Thanks.

11:17

11:18

PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

December 01, 2023  
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1 THE VIDEOGRAPHER: Off the record at  
2 11:18 a.m.

3 (Recess.)

4 THE VIDEOGRAPHER: Back on the record at  
5 11:30 a.m.

11:30

6 EXAMINATION

7 BY MS. NYARADY:

8 Q. If you could pull out Exhibit 2, please. I  
9 want to go back to that quickly.

10 You testified this is -- the title of this

11:31

11 document is [REDACTED]

12 right?

13 A. Yes.

14 Q. And do you recall counsel pointed you  
15 earlier to page 13?

11:31

16 A. Yes.

17 Q. And there was a notation there "Revision  
18 0.1," and then it had a date of October 30, 2019.

19 Do you remember that?

20 A. Yes.

11:31

21 Q. Has this document been updated since that  
22 date of October 30, 2019?

23 A. Yes.

24 Q. Is this a document that you continuously  
25 update?

11:31

PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

December 01, 2023  
79

1 A. Yes.

2 Q. And can you tell -- can you tell the date  
3 of this document?

4 A. I couldn't tell because it has no date  
5 stamp here. But it definitely is something  
6 post-acquisition.

11:31

7 Q. Okay. And so on page 13, though, there  
8 just was no update in terms of, you know, other  
9 revisions or dating the updates; is that fair?

10 A. That is correct.

11:32

11 MS. NYARADY: No further questions.

12 MR. FUNG: I have no further questions.

13 THE VIDEOGRAPHER: Conclusion, Counsel?  
14 Conclusion?

15 MR. FUNG: Concluded, yes.

11:32

16 THE VIDEOGRAPHER: This concludes today's  
17 deposition. We are off the record at 11:32 a.m.  
18 Thank you.

19 (Deposition concluded at 11:32 a.m.)  
20  
21  
22  
23  
24  
25

Case 1:22-cv-01146-MN Document 439 Filed 08/16/24 Page 141 of 210 PageID #: 28937

December 01, 2023  
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### DECLARATION UNDER PENALTY OF PERJURY

I hereby declare under penalty of perjury that the foregoing is my deposition under oath; that I have read same; and that I have made the corrections, additions, or changes to my answers that I deem necessary.

In witness thereof, I hereby subscribe my  
name this       day of       , 2023.

---

PRADEEP KANAPATHIPILLAI



PRADEEP KANAPATHIPILLAI HC, AEO  
ARM LTD. V. QUALCOMM INC.

December 01, 2023

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1 COUNTY OF LOS ANGELES, )

2 )  
3 STATE OF CALIFORNIA, )

4 I, Cody R. Knacke, Registered Professional  
5 Reporter, Certified Shorthand Reporter in and for  
6 the State of California, License No. 13691, hereby  
7 certify that the deponent was by me first duly sworn  
8 and the foregoing testimony was reported by me and  
9 was thereafter transcribed with computer-aided  
10 transcription; that the foregoing is a full,  
11 complete, and true record of said proceedings.

12 I further certify that I am not of counsel  
13 or attorney for either or any of the parties in the  
14 foregoing proceedings and caption named or in any  
15 way interested in the outcome of the cause in said  
16 caption.

17 The dismantling, unsealing, or unbinding of  
18 the original transcript will render the reporter's  
19 certificate null and void.

20 In witness whereof, I have hereunto set my  
21 hand this day: December 4, 2023.

22  
23  
24  
25 CODY R. KNACKE, RPR, CSR No. 13691

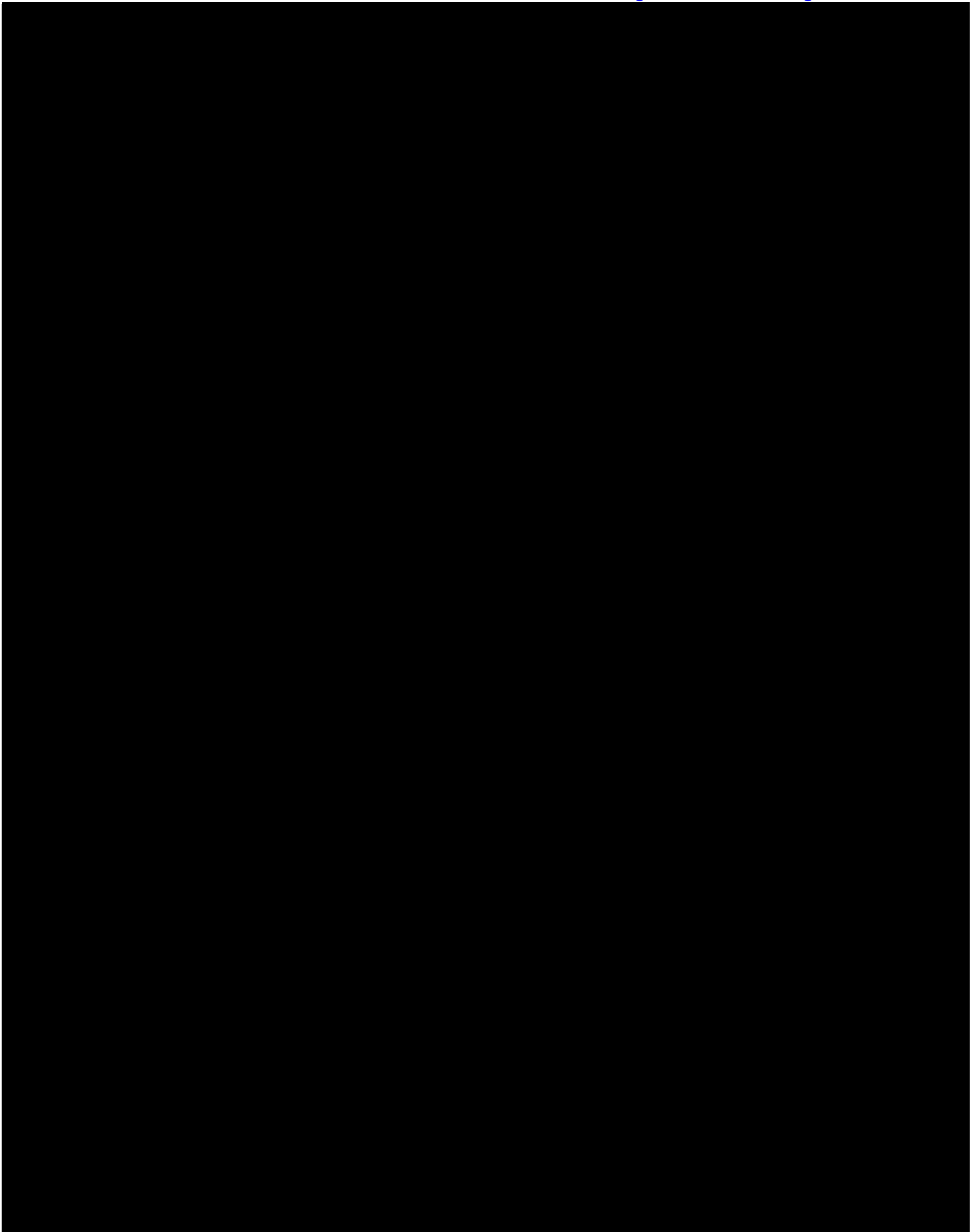
# Exhibit 6



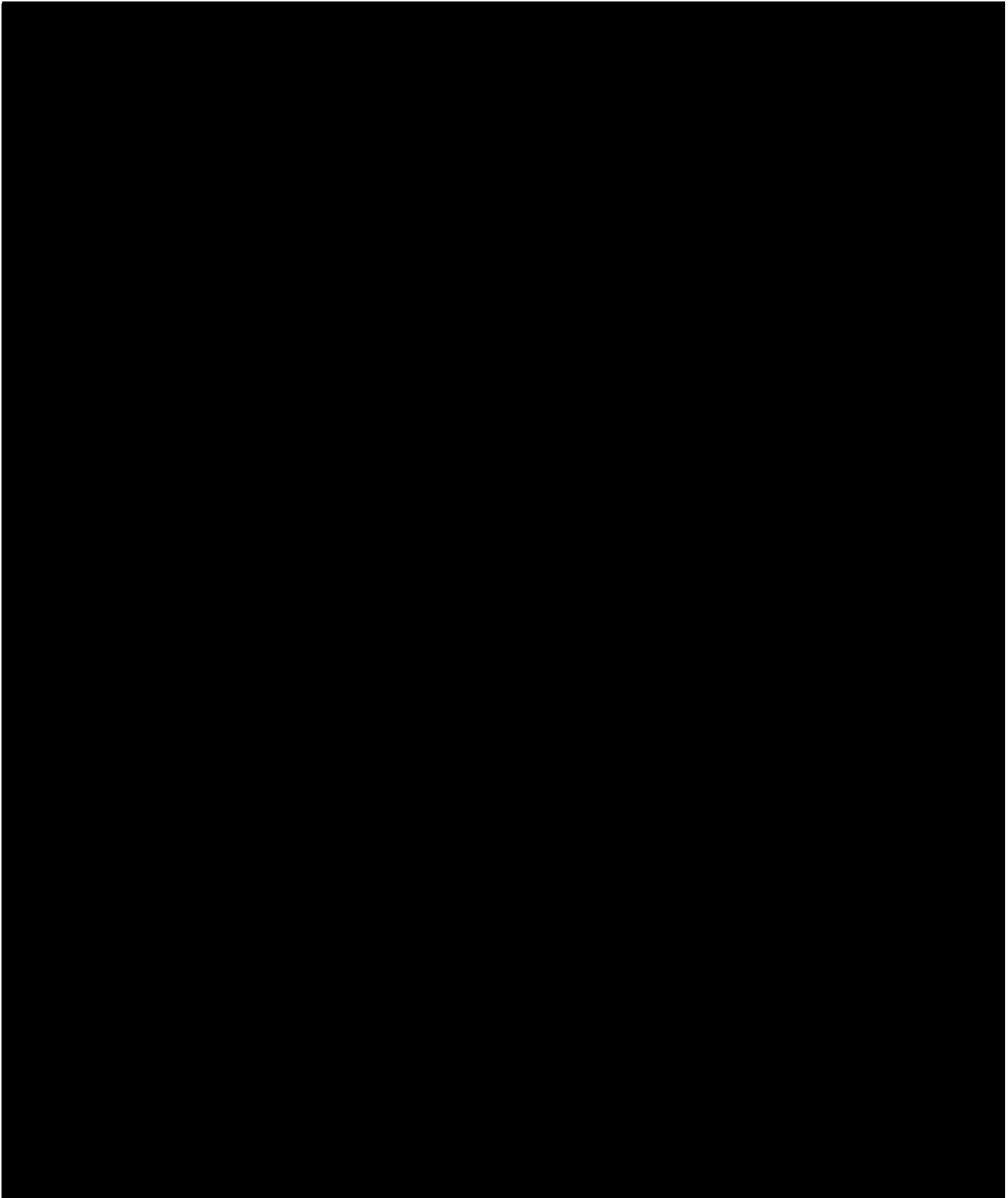




# Exhibit 7



Registered in England and Wales. Registered Number: 3080920. VAT number: GB77453620. Registered office in London



# Exhibit 8



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Page 1

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

---oOo---

ARM LTD., a UK Corporation, )

)

Plaintiff, )

)

vs. ) C.A. No. 22-1146 (MN)

)

QUALCOMM INC., a Delaware )

corporation; QUALCOMM )

TECHNOLOGIES, INC., a )

Delaware Corporation, and )

NUVIA, INC., a Delaware )

Corporation, )

)

Defendants. )

)

HIGHLY CONFIDENTIAL - ATTORNEYS' EYES ONLY

VIDEOTAPED DEPOSITION OF SIMON SEGARS

THURSDAY, NOVEMBER 16, 2023

STENOGRAPHICALLY REPORTED BY:

ANDREA M. IGNACIO, CSR, RPR, CRR, CCRR, CLR ~

CSR LICENSE NO. 9830

HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY

Page 2

1 UNITED STATES DISTRICT COURT  
 2 FOR THE DISTRICT OF DELAWARE

3 ----oOo----

4  
 5 ARM LTD., a UK Corporation, )

)

6 Plaintiff, )

)

7 vs. ) C.A. No. 22-1146 (MN)

)

8 QUALCOMM INC., a Delaware )

corporation; QUALCOMM )

9 TECHNOLOGIES, INC., a )

Delaware Corporation, and )

10 NUVIA, INC., a Delaware )

Corporation, )

11 )

Defendants. )

12 )

13  
 14  
 15  
 16 Videotaped deposition of SIMON SEGARS,  
 17 taken on behalf of the Defendant, pursuant to  
 18 Notice, on Thursday, November 16, 2023, at  
 19 Morrison & Foerster, LLP, 755 Page Mill Road,  
 20 Palo Alto, California beginning at 9:07 a.m., and  
 21 ending at 4:05 p.m., before me, ANDREA M. IGNACIO,  
 22 CSR, RPR, CCRR, CRR, CLR ~ License No. 9830.

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Page 3

1 A P P E A R A N C E S:

2

3 FOR THE PLAINTIFF:

4 MORRISON & FOERSTER LLP

5 By: SCOTT LLEWELLYN, Esq.

6 4200 Republic Plaza

7 300 17th Street

8 Denver, Colorado 80202

9 303.592.2204

10 sllewellyn@mofo.com

11

12 FOR THE DEFENDANT:

13 PAUL WEISS

14 By: KAREN L. DUNN, Esq.

15 MADALYN VAUGHN, Esq. New York

16 ERIN MORGAN, Esq. New York

17 2001 K Street, NW

18 Washington, D.C. 20006-1047

19 kdunn@paulweiss.com

20

21

22 ALSO PRESENT:

23 Cameron Tuttle, Videographer

24

25

---oOo---

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Page 4

## 1 I N D E X

2

3 WITNESS: SIMON SEGARS

4

5 EXAMINATION

PAGE

6 BY MS. DUNN

9

7

## 8 E X H I B I T S

9 EXHIBIT

PAGE

10 Exhibit QX100 9-3-13 Email [REDACTED] 36

11 [REDACTED]

12 Bates ARM\_00085058 - '59

13 Exhibit QX101 1-15-21 Email [REDACTED] 54

14 [REDACTED]

15 [REDACTED]

16 ARM\_01242767

17 Exhibit QX102 6-9-21 Email [REDACTED] 67

18 [REDACTED]

19 [REDACTED], Bates

20 ARM\_01245004 - '72

21 Exhibit QX103 1-17-21 Email Re: 77

22 Congratulations Bates ARM\_00062124

23 Exhibit QX104 1-17-21 Email Re: 84

24 Congratulations Bates

25 ARM\_00071014

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1	<b>E X H I B I T S</b>		
2	<b>EXHIBIT</b>		<b>PAGE</b>
3	Exhibit QX105	1-18-21 Email Re: Nuvia Bates	85
4		ARM_00081879	
5	Exhibit QX106	1-27-21 Letter To Paul Williamson	88
6		From Ziad Asghar,	
7		Bates ARM_00063625	
8	Exhibit QX107	2-2-21 Letter To Ziad Asghar From	90
9		Paul Williamson, Bates ARM_01284109	
10	Exhibit QX108	2-16-21 Letter To Ziad Asghar From	97
11		Paul Williamson, Bates ARM_01284106	
12	Exhibit QX109	10-3-21 E-mail FW: Sync, Bates	138
13		ARM_00081371	
14	Exhibit QX110	3-16-21 Email Re: QC/NUVIA Bates	140
15		ARM_00081374 - '75	
16	Exhibit QX111	2-5-21 Email Re: Contact Names	148
17		Bates ARM_00081353 - '56	
18	Exhibit QX112	7-26-21 Letter To Rhys Bowen From	182
19		Simon Segars, Bates ARM_00097016	
20		- '18	
21	Exhibit QX113	Anticipated Acquisition by NVIDIA	188
22		Corporation of Arm Limited Bates	
23		ARM_00088656 - '84	
24	Exhibit QX114	The Future of Arm Bates	207
25		ARM_01230489 - '502	

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Page 6

## PREVIOUSLY MARKED EXHIBITS

EXHIBIT	PAGE
Exhibit QX49 9-27-19 Technology Agreement	105
Bates ARM_00111064 - '80	
Exhibit QX27 7-14-21 Email Re: Follow up	160
Bates ARM_00036331 - '34	

---oOo---

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Page 7

1 DEPOSITION PROCEEDINGS

2 NOVEMBER 16, 2023

9:07 A.M.

3 ---oOo---

4

5 THE VIDEOGRAPHER: Good morning. We are  
6 going on the record. The time is 9:07 a.m. on 0  
7 November 16th, 2023.

8 Please note that the microphones are  
9 sensitive and may pick up whispering and private  
10 conversations.

11 Please mute your phones at this time.

12 Audio and video recording will continue to  
13 take place unless all parties agree to go off the  
14 record.

15 This is Media Unit 1 of the video-recorded  
16 deposition of Simon Segars.

17 In the matter of Arm LTD versus Qualcomm Inc.  
18 Filed in the United States District Court for the  
19 District of Delaware. Case No. 22-1146 MN.

20 The location of the deposition is  
21 755 Page Mill Road, Palo Alto, California 94304.

22 My name is Cameron Tuttle, representing  
23 Veritext, and I am the videographer.

24 The court reporter is Andrea Ignacio, also  
25 from Veritext.



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Page 8

1 I am not authorized to administer an oath. I  
2 am not related to any party in this action, nor am I  
3 financially interested in the outcome.

4 If there are any objections to the  
5 proceeding, please state them at the time of your  
6 appearance.

7 Counsel and all present will now state their  
8 appearances and affiliations for the record, beginning  
9 with the noticing attorney.

10 MS. DUNN: Karen Dunn from Paul Weiss, on  
11 behalf of Qualcomm.

12 MS. MORGAN: Erin Morgan from Paul Weiss,  
13 also on behalf of Qualcomm.

14 MS. VAUGHN: Madalyn Vaughn on behalf of Paul  
15 Weiss, for Qualcomm.

16 MR. LLEWELLYN: Scott Llewellyn, Morrison &  
17 Foerster, for Arm.

18 With me is Toni Qiu, in-house counsel for  
19 Arm.

20 THE VIDEOGRAPHER: Will the court reporter  
21 please swear in the witness.

22 ///

23 ///

24 ///

25 ///

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Page 9

1                                   SIMON SEGARS,  
2                                   having been sworn as a witness  
3                                   by the Certified Shorthand Reporter,  
4                                   testified as follows:

6                                   EXAMINATION

7       BY MS. DUNN:

8           Q     Thank you.

9                   Mr. Segars, first, let me make sure I'm  
10       saying your last name correctly.

11          A     Segars.

12          Q     Segars.

13          A     Yeah.

14          Q     Okay. Mr. Segars, have you been deposed  
15       before?

16          A     Yes, I have.

17          Q     Okay. How many times?

18          A     I don't remember.

19          Q     Okay. More than five?

20          A     Don't remember the exact number.

21          Q     Okay. When did you start working at Arm?

22          A     In 1991.

23          Q     And what was your role when you started  
24       working at Arm?

25          A     I was a design engineer.

HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY

Page 10

1 Q Okay. And I've heard that you said you were  
2 Arm's 16th employee; is that right?

3 A That is correct, yeah.

4 Q Okay. And then you worked your way up to be  
5 CEO; is that right?

6 A Yes, I did.

7 Q And you became CEO in July 2013 and served in  
8 that role until February 7th, 2022; right?

9 A I believe that's correct, yes.

10 Q And in your role as CEO, did you work with  
11 Qualcomm?

12 MR. LLEWELLYN: Objection; vague.

13 THE WITNESS: What do you mean by --

14 MS. DUNN: Counsel, the rules say you can  
15 make form objections. So that means you can say  
16 "objection; form."

17 Q You can answer.

18 A What do you mean by "work with"?

19 Q Did you have any interaction with anybody at  
20 Qualcomm during your time at C -- as CEO?

21 A Yes, I did.

22 Q Okay. And why don't you describe that.

23 A Well, in that eightish-year period, we would  
24 have meetings with Qualcomm. I would periodically  
25 attend in just the normal nature of our business.

HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY

Page 11

1 Q Okay. And did you interact with any  
2 executives who worked at Qualcomm?

3 A Exactly what do you mean by "executive"?

4 Q You can use whatever definition you would  
5 normally use for executive.

6 A Okay. Yes, I did.

7 Q Okay. And who did you interact with?

8 A In that period, I can remember interacting  
9 with Steve Mollenkopf, who was the former CEO;  
10 Cristiano Amon. I can remember meeting their CFO at  
11 one point.

12 Q Okay. Is Qualcomm one of Arm's key  
13 customers?

14 MR. LLEWELLYN: Objection; vague.

15 MS. DUNN: I -- counsel, it's outside the  
16 rules.

17 MR. LLEWELLYN: The rules say there are no  
18 speaking objections.

19 MS. DUNN: Right. You're supposed to say  
20 "form," as you know.

21 Q You can answer.

22 MR. LLEWELLYN: I don't think that's  
23 consistent with the prior depositions.

24 MS. DUNN: It doesn't matter. It's  
25 consistent with the rules.

HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY

Page 12

1 MR. LLEWELLYN: Show me the rule.

2 MS. DUNN: All right. We'll get that for  
3 you. It's surprising you would need that at this  
4 time.

5 MR. LLEWELLYN: The rule says no speaking  
6 objections.

7 MS. DUNN: Q. You can answer.

8 A I'm sorry. Could you repeat the question.

9 Q Was Qualcomm one of Arm's key customers?

10 A Before I left -- I can only speak to the time  
11 before I left -- Qualcomm was a significant customer  
12 of Arm.

13 Q Okay. Was Qualcomm Arm's largest customer in  
14 any market?

15 A I can't remember.

16 Q During the time that you were there, did  
17 Qualcomm generate a significant portion of Arm's  
18 revenue?

19 A Qualcomm was a -- well, Arm -- Arm's revenues  
20 are comprised of multiple different lines. [REDACTED]

[REDACTED]

[REDACTED]

23 Q Okay. So you would say, [REDACTED]

[REDACTED]

[REDACTED]

HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY

Page 13

1 A Yes.

2 Q And how about in any other market?

3 A I can't remember how Arm's revenues broke  
4 down.

5 Q Okay. You understand that we're here today  
6 because Arm has sued Qualcomm over its acquisition of  
7 a company called NuVia; correct?

8 A Yes.

9 Q Okay. And you were a supporter of that  
10 acquisition; correct?

11 A What do you mean by "supporter"?

12 Q Just use whatever definition of supporter you  
13 would use.

14 A Well, no, then.

15 Q Okay. You thought the acquisition of NuVia  
16 by Qualcomm was a great outcome for the NuVia team;  
17 correct?

18 A Yes.

19 Q All right.

20 And then from February 2022 to May 2022, you  
21 served as an advisor to Arm; is that correct?

22 A Sorry. February 2022 'til May '22, did you  
23 say?

24 Q Correct.

25 A Yes.

HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY

Page 14

1 Q And as an advisor to Arm, what did you do?

2 A I was available to Rene, or the rest of the  
3 management teams for questions. I believe I did a  
4 couple of media interviews in that time.

5 But other than that, I had no involvement in  
6 the company.

7 Q Okay. And when you say "Rene," you're  
8 talking about Rene Haas, the CEO who took over for  
9 you; correct?

10 A Yes.

11 Q And when you say you were available to Rene  
12 and others, how many times during the period that you  
13 were an advisor to Arm did you get a phone call asking  
14 for your advice?

15 MR. LLEWELLYN: Objection; form.

16 THE WITNESS: I don't remember.

17 MS. DUNN: Okay.

18 Q Would you say ten times?

19 A I -- I really don't remember how often.

20 Q More than ten?

21 A I really don't remember how often.

22 Q Okay. Did he ever call you?

23 A I don't remember.

24 Q Okay. He might have -- not have ever called?

25 A He may have called me. He may not have



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Page 15

1 called me. I can't remember.

2 Q Can't remember. Okay.

3 Now, you have -- before you resigned in  
4 February of 2022, you had worked for Arm for 31 years;  
5 is that correct?

6 A I think I joined the company in March or  
7 April '91. So technically, it wasn't 31 years at that  
8 point, but close to.

9 Q Okay. And why did you leave Arm?

10 A I left Arm because it was a good time to  
11 transition leadership. I'd felt I'd worked pretty  
12 hard for the company over the years, and I wanted to  
13 do something else.

14 Q Okay. And was it solely your decision to  
15 leave?

16 A Yes, it was.

17 Q Okay. And you said you thought it was a good  
18 time. Why was this time, February 7, 2022, in  
19 particular, a good time for you to leave?

20 A At that time or prior to that time, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] it was a good time

25 for -- to make a transition to new leadership.

HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY

Page 16

1 Q Okay. And you made statements that --  
2 that -- strike that.

3 You've made statements suggesting that [REDACTED]  
4 [REDACTED] You recall that; right?

5 MR. LLEWELLYN: Objection; form.

6 THE WITNESS: During the NVIDIA transaction,  
7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]

10 MS. DUNN: Okay.

11 Q And why did you think that [REDACTED]  
12 [REDACTED]

13 A At the time, [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]

19 Q All right. Okay.

20 And you said it was solely your decision to  
21 leave. When did you decide that you were going to  
22 leave your job?

23 A In December of 2021, [REDACTED]  
24 [REDACTED]  
25 [REDACTED]

HIGHLY CONFIDENTIAL - ATTORNEYS EYES ONLY

Page 17

1 Q Okay. And why, when you decided to leave,  
2 did you [REDACTED]

3 [REDACTED]  
4 [REDACTED]

5 A Yeah.

6 Q -- the name he sometimes go -- goes by.

7 A Yeah.

8 Q Okay. So why, when you decided to leave your  
9 job as CEO of Arm, did you [REDACTED]

10 A [REDACTED]

11 Q Okay. And what was his reaction when you  
12 told him that you planned to step down as CEO?

13 A He was surprised. Yeah, I'll stop there.

14 Q Okay. And are you saying that you decided to  
15 leave your job as CEO prior to understanding that the  
16 NVIDIA acquisition was not going to go through?

17 A At the time that I [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

22 Q Okay. And when you say that "at the time" --  
23 and we're talking December of 2022 -- [REDACTED]

[REDACTED]  
[REDACTED]

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1 MR. LLEWELLYN: Objection; form. 2021.

2 MS. DUNN: Thank you.

3 Q At the time when -- strike that.

4 When you say that "at the time" -- and we're  
5 talking about December of 2021 -- [REDACTED]

[REDACTED]

[REDACTED]

8 A At that point, [REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

13 Q So [REDACTED]

[REDACTED]

[REDACTED]; is that accurate?

16 A I believe that is the sequence of events,  
17 yes.

18 Q Okay. And do you remember -- you said  
19 December of 2021. Do you remember when in December  
20 that you [REDACTED]

21 A I don't remember the exact day.

22 Q Okay. And you said that he was surprised.

23 Do you remember anything that he said to you when [REDACTED]

[REDACTED]

25 MR. LLEWELLYN: Objection; form.

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1 THE WITNESS: Actually, [REDACTED]

3 MS. DUNN: Q. How did that make you feel?

4 A Well, I was surprised that he said that.

5 Q [REDACTED]

6 A No, I didn't.

7 Q Okay. During your time as CEO, [REDACTED]

9 A I don't remember how many times [REDACTED]

11 Q Just an estimate is fine.

12 How frequently?

13 A [REDACTED]

[REDACTED] So yeah.

18 Q And how often was that, approximately?

19 MR. LLEWELLYN: Objection; form.

20 THE WITNESS: Do you mean how -- how many  
21 times [REDACTED]

22 MS. DUNN: Q. Like, how many times a month?

23 How many times a year?

24 A Did I meet him?

25 Q Yeah.

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Page 20

1 A I -- I'd be guessing.

2 Q I'm just asking for an estimate.

3 A It -- it's a guess, but [REDACTED]

[REDACTED]

5 Q And when you [REDACTED]

[REDACTED]

7 A Not that I recall.

8 Q Okay. And do you remember anything else  
9 about this conversation?

10 A [REDACTED]

11 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

25 Q Okay. Do you know [REDACTED]

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Page 21

1

2

A I don't know exactly when.

3

4

Q Okay. And when did you inform Mr. Haas that you would be stepping down as CEO?

5

A I don't remember.

6

Q Okay. [REDACTED]

7

A Yes, I think it was after.

8

Q Okay.

9

10

A I don't think I had spoken to anyone in Arm about [REDACTED]

11

12

13

Q Okay. And do you recall your phone call or meeting with Mr. Haas when you told him that you would step down as CEO?

14

A No, I don't.

15

16

17

18

19

Just to correct what you said, before I actually stepped down, Rene knew that I was going to step down. So my first conversation with Rene would have been about stepping down in the future and, you know...

20

21

Q Okay. And -- but do you recall when that conversation was?

22

A No, I don't recall.

23

24

25

Q Okay. And was the conversation when -- that you had with Rene when he knew you were going to step down, did Rene understand he was taking over in the



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1 course of that conversation?

2 MR. LLEWELLYN: Objection; form.

3 THE WITNESS: I think when I spoke to Rene,  
4 it was a -- well, Rene knew I was going to step down  
5 before I did, and [REDACTED]

[REDACTED]  
[REDACTED]

8 MS. DUNN: Okay.

9 THE WITNESS: So my conversation with Rene  
10 would have been about me stepping down [REDACTED]

[REDACTED]

12 MS. DUNN: Okay.

13 Q And do you remember what you said to Rene  
14 during this conversation?

15 A No, I don't.

16 Q Okay. Do you remember what he said to you?

17 A No, I don't.

18 Q Okay. So the only thing you recall is you  
19 had a conversation with Rene about your stepping down

20 [REDACTED]

21 A I believe that is what we talked about.

22 Q Okay. And you don't remember when that  
23 conversation was?

24 A No.

25 Q Okay. Do you have a separation agreement

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1 with Arm?

2 A Yes, I do.

3 Q Okay. And when did you sign that separation  
4 agreement with Arm?

5 [REDACTED]

6 Q Okay. And what are the material terms of  
7 your separation agreement with Arm?

8 A It's been a long time since I read it. I  
9 don't remember precisely.

10 Q When was the last time you read it?

11 A I don't remember.

12 Q Okay. You didn't read it in preparation for  
13 this deposition?

14 A No.

15 Q Okay. And sitting here right now, you don't  
16 remember anything that's in it, any of the terms?

17 A The terms include [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED]

20 Q Okay. Does -- does your separation  
21 agreement -- strike that.

22 Your separation agreement with Arm is still  
23 in force today; correct?

24 MR. LLEWELLYN: Objection; form.

25 THE WITNESS: [REDACTED]

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1

2

3

4

5

MS. DUNN: Okay.

6

Q And when you say that

7

-- I'm sorry.

8

When you -- strike that.

9

When you say that

12

13

14

15

16

17

18

19

20

21

Q Okay.

22

23

24

MR. LLEWELLYN: Objection; form.

25

THE WITNESS:

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1 MS. DUNN: Right.

2 Q And -- and -- and when you say that [REDACTED]

[REDACTED]

[REDACTED]

5 Do you recall that?

6 A Yes.

7 Q Okay. [REDACTED]

[REDACTED]

9 A I'd have to reread the agreement to be able  
10 to comment on that.

11 Q Okay. I'd like to ask you more questions  
12 about the agreement so I'm hoping your counsel can  
13 produce that at a break so you'll be able to read it.

14 You mentioned that [REDACTED]

[REDACTED]

[REDACTED]

17 A Yes.

18 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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1

2

3

A I don't remember.

4

5

Q So there might have been. You just can't recall?

6

A Yeah, I can't recall.

7

Q Okay.

8

9

10

11

A I'd have to reread it. I can't remember.

12

Q Okay.

13

A It might do. It might not.

14

15

Q Okay. So you're sitting here at a deposition, and

16

17

18

Do I have that right?

19

A Yes.

20

Q Okay. Okay.

21

22

23

Hopefully, we'll come back to that since I'm sure your separation agreement is an accessible document to you and your counsel.

24

25

Do you -- do you recall whether, then, the separation agreement requires

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1

[REDACTED]

2

A I don't recall.

3

Q Okay. If there is a trial in this case, do you plan to come if called as a witness?

5

MR. LLEWELLYN: Objection; form.

6

THE WITNESS: I think if I was called as a witness to a trial, I would take legal advice before deciding what to do.

9

MS. DUNN: Okay.

10

Q And that legal advice, would you seek that from Arm's counsel?

12

MR. LLEWELLYN: Objection; form.

13

THE WITNESS: I don't know.

14

MS. DUNN: Okay.

15

Q But you don't have personal counsel in this case; right?

17

A Correct.

18

Q Okay. Arm's counsel is representing you?

19

A Yes.

20

Q Okay. And are you being paid by Arm for your time in this deposition?

22

A No, I'm not.

23

Q Okay. And where do you work today?

24

A I have a number of roles that you would consider part-time. I'm on some boards. I do some

25

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1 advisory work, some consulting.

2 Q Okay. And all of the work that you just  
3 mentioned, how much does -- how much income does that  
4 result in for you?

5 A [REDACTED]

6 Q Okay. And what did you do to prepare for  
7 today's deposition?

8 A I met with the legal team.

9 Q Okay. And when you say "the legal team," who  
10 do you mean?

11 A I met with Mr. Llewellyn, Ms. Qiu. I  
12 previously had a phone call with some of -- other  
13 lawyers from Arm's team.

14 Q And how long did you meet, in total, to  
15 prepare for your deposition with Arm's counsel?

16 A Approximately five hours.

17 Q And in those five hours, or in preparation  
18 for this deposition, did you review any documents?

19 A I was shown some documents.

20 Q Okay. What documents do you remember?

21 A Some e-mails.

22 Q What e-mails do you remember?

23 A It was an e-mail between me and Richard  
24 Grisenthwaite. That's the only one I remember.

25 Q Okay. So you prepped for five hours. You



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1 were shown documents, and you remember one e-mail; is  
2 that right?

3 A We looked at my LinkedIn profile briefly.

4 Q Okay. So apart from that one e-mail and your  
5 LinkedIn profile, do you remember other -- any other  
6 documents that you reviewed?

7 A I was shown a -- what I believe was a  
8 discussion between me and my then chief of staff,  
9 which I think was a Teams discussion.

10 Q And who was your chief of staff?

11 A Well, I don't have one now, but my chief of  
12 staff at the time --

13 Q Right.

14 A -- was a gentleman named Saumil Shah.

15 MS. DUNN: Okay. And I assume that document  
16 has been produced to us, but if not, we'll ask for it.

17 Q Any other documents that you remember  
18 reviewing in advance of this deposition?

19 A No.

20 Q Okay. Did you review any contracts in  
21 advance of the deposition?

22 A No.

23 Q Okay. All right.

24 Let's talk a little bit about Arm's business  
25 model. The majority of Arm's licensees are TLA

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1 licensees who use Arm's off-the-shelf technology in  
2 their chip designs; correct?

3 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

8 Q Okay. We've been using the terms "TLA" and  
9 "ALA" in this case. So I just want to make sure that  
10 if I use those terms, you know what I'm talking about.

11 A Okay.

12 Q Okay. Do you -- do you know what I'm talking  
13 about when I --

14 A Say --

15 Q -- say TLA?

16 A TLA --

17 STENOGRAPHIC REPORTER: One at a time,  
18 please.

19 MS. DUNN: Q. Go ahead.

20 [REDACTED]  
[REDACTED]

22 Q Yes.

23 [REDACTED]  
[REDACTED]

25 Q Great. That is -- that is my understanding

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1 as well.

2 [REDACTED]

3 [REDACTED]

4 [REDACTED]

5 Q Okay. And why would a company want to design  
6 their own Arm-compatible CPU rather than use Arm's  
7 off-the-shelf technology?

8 MR. LLEWELLYN: Objection; form.

9 THE WITNESS: Well, you're -- you're asking  
10 me to speculate on behalf of what somebody else would  
11 do, but --

12 MS. DUNN: Q. I'm asking for your opinion.  
13 You were the CEO. You were -- worked there for  
14 30 years.

15 Why do you think a company would want to  
16 design their own Arm-compatible CPU rather than use  
17 one off the shelf?

18 A [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 [REDACTED]

22 [REDACTED]

23 [REDACTED]

24 [REDACTED]

25 Q And what's the benefit to the customer of

Page 32

2 MR. LLEWELLYN: Objection; form.

13 MS. DUNN: Q. And what is the benefit to Arm  
14 of customers making their own Arm-compatible CPUs?

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1 Q Do you agree that if an LA -- strike that.

2 Do you agree that if an ALA licensee decided  
3 to develop their own custom CPU executing Arm's  
4 architecture, [REDACTED]

5 [REDACTED]

6 [REDACTED] [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 Q Okay. So after you left Arm in September of  
10 2023, the company put out a Form F-1 registration  
11 statement. I'm just going to read to you part of it  
12 and see if you agree with it; okay?

13 It says -- it says some -- talking about  
14 Arm's customers, it says:

15 (As read):

16 "Our customers may decide to license our ISA  
17 and develop their own processors based on our ISA  
18 rather than utilize our predeveloped products through  
19 an implementation license, resulting in less fees paid  
20 to us. Customers may choose to develop their own  
21 processors if they believe they can do so more  
22 effectively than us or if supply and capacity  
23 constraints within the semiconductor industry further  
24 incentivize vertical integration in an effort to  
25 secure additional control over their supply chains.

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1 Some of these customers may have greater name  
2 recognition and substantially greater financial,  
3 management, marketing, service support, technical  
4 distribution, and other resources than we do."

5 And then it says:

6 (As read) :

7 "If our customers, and particularly one or  
8 more key customers for whom we generate a significant  
9 portion of our total revenue, elect to develop their  
10 own processors based on our ISA, the market for a  
11 developed processor portfolio would decline, which  
12 could have a material adverse effect on our business,  
13 results of our operations, financial condition, and  
14 prospects."

15 Do you agree with that?

16 A Could you read that last sentence again.

17 Q Yeah, this is a statement from Arm's F-1, and  
18 it says:

19 (As read) :

20 "If our customers, and particularly one or  
21 more key customers from whom we generate a significant  
22 portion of our total revenues, elect to develop their  
23 own processors based on our ISA, the market for our  
24 developed processor portfolio would decline, which  
25 could have a material adverse effect on our business,

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1 results of our operations, financial condition, and  
2 prospects."

3 A I think that is a reasonable risk to point  
4 out in a document like that.

5 Q Yeah.

6 And there is no reason to think that in a  
7 document like that, which is an official filing --

8 A Yeah.

9 Q -- that Arm would have said something that  
10 was untrue; right?

11 A Absolutely.

12 Q Okay. And you testified earlier that

13

14 A Yes.

15 Q Right.

16 And so when Arm's regulatory filings say that  
17 "if our customers, and particularly one or more key  
18 customers from whom we generate a significant portion  
19 of total revenues,"  
20 correct?

21 A Read the description again. Sorry.

22 Q It says "one or more key customers from whom  
23 we generate a significant portion of our total  
24 revenues."

25 A I think it goes on to talk about vertical



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1 integration.

2 Q That was a different sentence.

3 A All right.

4 Q But you don't disagree that [REDACTED]

5 [REDACTED]; right?

6 A Yes.

7 Q And you don't disagree, as I think you agreed  
8 earlier, that [REDACTED]

9 [REDACTED]; correct?

10 A Correct.

11 MS. DUNN: Okay. I'd like to show you what  
12 we'll mark as Exhibit 100.

13 Oh. Sorry.

14 MS. MORGAN: That's a lot of copies.

15 MS. DUNN: Sorry.

16 MS. MORGAN: Give that one to the court  
17 reporter.

18 MS. DUNN: Here you go. Thank you.

19 (Document marked Exhibit 100  
20 for identification.)

21 MS. DUNN: All right.

22 May I have one, too?

23 Q Just take a second to look at that. This is  
24 an e-mail chain between you and Richard Grisenthwaite  
25 dated March 2019.

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1 A (Reading document.)

2 Q Do you recognize this?

3 A Yeah, this appears to be an e-mail that --

4 Q Yeah.

5 A -- exchanged between Richard and I.

6 Q Yes.

7 And you said earlier you had reviewed a  
8 document that was an e-mail between yourself and  
9 Richard Grisenthwaite. Is this the e-mail that you  
10 reviewed?

11 A This is the -- I believe this is the e-mail  
12 that I was shown yesterday.

13 Q Okay. All right.

14 And who is Richard Grisenthwaite?

15 A Well, Richard is an Arm employee. Well, he  
16 was. I assume he still is. And he was our chief  
17 architect and worked closely with most, if not all, of  
18 our architecture licensees.

19 Q And as chief architect, what did  
20 Mr. Grisenthwaite's job entail?

21 A He led the engineering teams looking at the  
22 future uses of Arm technology and how the architecture  
23 may evolve to enable efficient processing of potential  
24 feature workloads.

25 Q Okay. And was he a relatively senior

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1 executive at the company?

2 A Richard had been with the company for a long  
3 time and is a very senior person, yes.

4 Q Okay. All right.

5 So the subject line of this e-mail is  
6 "yes" -- I'll spare you the need to read that  
7 yourself -- [REDACTED]

8 Do you see that?

9 A I do, yes.

10 Q All right.

11 And if you direct your attention to the  
12 bottom of page 1, you write:

13 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

17 A Correct.

18 Q [REDACTED]

[REDACTED]

20 A Yes.

21 Q [REDACTED]

[REDACTED]

23 MR. LLEWELLYN: Objection; form.

24 THE WITNESS: What do you mean by "opinion"  
25 of him?

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1 MS. DUNN: Q. What did you think of him?

2 A [REDACTED]

3 [REDACTED] [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 Q All right.

9 Anything else? Do you have any other  
10 opinions of [REDACTED]

11 A No.

12 Q Okay. All right.

13 In the next sentence, you say:

14 [REDACTED]

15 [REDACTED]

16 Let's start with: What is a server?

17 A The way server is being used in this e-mail,  
18 that refers to a computer that would typically sit in  
19 a data center.

20 Q Okay. So a server is different from, for  
21 example, a laptop or a mobile phone; right?

22 A Yeah, servers typically don't have keyboards  
23 and screens. They are sometimes referred to as  
24 headless, and they just run compute workloads.

25 Q Okay. And when you say [REDACTED]

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4

A Yes.

█

█

7

Q Okay. And you wrote:

8

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23

Q Right.

24

A -- so --

25

Q Okay.

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1 A -- yes.

2 Q And is [REDACTED]

[REDACTED]

4 MR. LLEWELLYN: Objection; form.

5 THE WITNESS: Well, I think it's a -- [REDACTED]

[REDACTED]

[REDACTED]

8 MS. DUNN: Yeah.

9 Q But when Mr. Grisenthwaite says, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15 Q Okay. You say here that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

25 Q Great. All right.

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1 If you look at the second page of this  
2 exhibit, you'll see that [REDACTED]

3 [REDACTED]  
4 [REDACTED]  
5 [REDACTED]

6 And then you say:

7 [REDACTED]  
8 [REDACTED]  
9 [REDACTED]

10 Do you see that?

11 A Yes.

12 Q [REDACTED]  
13 [REDACTED]; correct?

14 A I think that is what I was referring to, yes.

15 Q Okay. And [REDACTED]  
16 [REDACTED] [REDACTED]  
17 [REDACTED]  
18 [REDACTED] right?

19 A Yes.

20 Q Okay. And you say:

21 [REDACTED]  
22 [REDACTED]

23 Why do you say that's obvious?

24 A [REDACTED]  
[REDACTED] [REDACTED]



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█

10

Q Okay. And when you said that

█

█

█

14

█, can you explain what work you were talking about.

15

A So when

█

█

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█

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█

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11

Q Okay. And you say that █

█

When do they do that?

13

A Typically, █

█

█

█

█

█

█

20

Q Okay. And it's true, though, that █

█

█

23

right?

24

MR. LLEWELLYN: Objection; form.

25

THE WITNESS: I think that depends.

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1 MS. DUNN: Okay.

2 Q What does it depend on?

3 A It would depend on [REDACTED]

[REDACTED]

[REDACTED].

6 Q Okay. So you're saying that [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10 A I think that can happen.

11 Q Okay. How often did it happen when you were  
12 CEO?

13 A I -- I don't know.

14 Q Can you think of any examples?

15 A Well, the first companies who sought to

16 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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1 Q Right.

2 But you just described a circumstance where

3 [REDACTED]

4 [REDACTED]

5 Is there any circumstance where Arm [REDACTED]

6 [REDACTED]

7 [REDACTED]

8 [REDACTED]?

9 MR. LLEWELLYN: Objection; form.

10 THE WITNESS: Well, I think that would depend  
11 on the financial arrangement in the contract.

12 MS. DUNN: Okay.

13 Q And can you think of any examples of that  
14 circumstance where [REDACTED]

15 [REDACTED]

16 [REDACTED]?

17 A No, I can't.

18 Q Okay. And generally, [REDACTED]

19 [REDACTED]

20 [REDACTED]

21 MR. LLEWELLYN: Objection; form.

22 THE WITNESS: Again, that would depend on  
23 specific arrangements, complex -- that the contracts  
24 are complex.

25 MS. DUNN: Okay.

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1 Q And let's talk a little bit about investment.

2 When you're operating under a TLA, [REDACTED]

3 [REDACTED] [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]

7 A I think it's more complex than that.

8 Q Okay. Why?

9 A [REDACTED]

10 [REDACTED] [REDACTED]

11 [REDACTED]

12 [REDACTED] [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 Q Right. So let's break this down.

20 First of all, [REDACTED]

21 [REDACTED]

22 MR. LLEWELLYN: Objection; form.

23 THE WITNESS: The architecture is defined in  
24 the Architecture Reference Manual. That is a book.

25 MS. DUNN: Right.

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1           Q    And that book is available across customers;  
2   right?

3                   The architecture is not designed for a  
4   particular customer; correct?

5           A    The architecture defines at a very, very low  
6   level what each instruction does, the effect that  
7   instruction has on the machine state, the flags, its  
8   registers. It defines how the memory system works.  
9   It defines how interrupts work.

10                   It's a very low-level description of how a  
11   microprocessor will function in terms of its  
12   instructions, memory, what happens after an  
13   instruction has happened.

14           Q    Right.

15                   But my question was: And that book is  
16   available across customers, not designed for a  
17   particular customer; correct?

18           A    It's not designed for a particular customer.  
19   It's not designed for a particular market. It is --  
20   you can take that and build a very high-performance  
21   CPU for one market, a very small, energy-efficient  
22   processor for another market.

23           Q    Right.

24           A    So it spans all markets, all customers.

25           Q    Okay. So let's put that to the side since

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1 that's available across customers.

2 My question is whether [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

8 MR. LLEWELLYN: Objection; form.

9 THE WITNESS: [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

14 [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

25 MS. DUNN: So I -- while I appreciate that

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1 answer, it did not answer my question.

2 Q My question is: When you're a customer  
3 making a custom core, you're investing the lion's  
4 share of the money. And when [REDACTED]

5 [REDACTED]  
6 [REDACTED]?

7 A So I think what I described in my answer was,  
8 start with architecture. Start with the Architecture  
9 Reference Manual, [REDACTED] [REDACTED]

10 [REDACTED]  
11 [REDACTED].

12 Q I -- I'm asking you to make a comparison.

13 A Of effort?

14 Q Of in- -- of investment of money.

15 A Right.

16 Q Right --

17 A So if you take --

18 Q So if -- if you're a --

19 A Sorry.

20 Q -- customer, and [REDACTED]

21 [REDACTED]  
22 [REDACTED]

23 A Correct.

24 Q And if you make your own custom core, [REDACTED]

25 [REDACTED]



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1 right?

2 MR. LLEWELLYN: Objection; form.

3 THE WITNESS: So as you just described that,  
4 yes. [REDACTED]

5 [REDACTED].

6 MS. DUNN: Okay.

7 THE WITNESS: My...

8 MS. DUNN: Q. So in this e-mail where you  
9 and Mr. Grisenthwaite are talking about [REDACTED]

10 [REDACTED]; correct?

11 A I don't know when [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 Q Okay. But it's a start-up; right?

15 A It was a start-up then, yes.

16 Q Right.

17 So my question is: Even for a start-up, Arm  
18 prefers that [REDACTED]

19 [REDACTED] [REDACTED]

20 [REDACTED]

21 MR. LLEWELLYN: Objection; form.

22 THE WITNESS: So generally, [REDACTED]

23 [REDACTED]

24 [REDACTED] [REDACTED] [REDACTED]

25 [REDACTED] [REDACTED]

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1

[REDACTED]

2

[REDACTED]

3

[REDACTED]

4

[REDACTED]

5

[REDACTED]

6

[REDACTED]

7

[REDACTED]

8

[REDACTED]

9

[REDACTED]

10

[REDACTED]

11

[REDACTED]

12

[REDACTED]

13

[REDACTED]

14

[REDACTED]

15

MS. DUNN: Right.

16

Q So [REDACTED]

17

[REDACTED]

18

[REDACTED]

19

[REDACTED]

20

[REDACTED]

21

Q Okay. And success for Arm or success for the

22

customer?

23

A Well, both, which is a very important thing

24

for Arm's business model.

25

Q Okay. And apart from what's in this e-mail,

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1 do you recall anything else that you and Mr. Williams  
2 discussed during your meeting?

3 MR. LLEWELLYN: Objection; form.

4 THE WITNESS: Not that I remember.

5 MS. DUNN: Okay.

6 Q Earlier, you said that as part of your  
7 separation agreement with Arm, [REDACTED]

9 Do you recall that?

10 A Yes.

11 Q Okay. [REDACTED]

17 Q Okay.

18 A I don't remember the exact date.

19 Q Okay. [REDACTED]

21 A No.

22 Q Okay.

23 MR. LLEWELLYN: I'm going to ask the court  
24 reporter to mark the transcript "AEO" for now. We may  
25 need to un-AEO and just make some portion

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1 confidential. But for now, given this document and  
2 some of the testimony --

3 MS. DUNN: Okay. I think -- why don't we  
4 take a break.

5 MR. LLEWELLYN: Yeah, it's been an hour.

6 MS. DUNN: Yeah, great. Thanks so much.

7 THE VIDEOGRAPHER: We are going off the  
8 record. The time is 10:14 a.m.

9 (Recess taken.)

10 THE VIDEOGRAPHER: We are back on the record.  
11 The time is 10:33 a.m.

12 MS. DUNN: All right.

13 Mr. Segars, we're going to show you what  
14 we'll mark as Exhibit 101.

15 (Document marked Exhibit 101  
16 for identification.)

17 MS. DUNN: Okay. All right.

18 Q Before I ask you questions about that, let  
19 me -- just for background, Qualcomm announced in  
20 January 2021 that it had reached a deal to acquire  
21 NuVia, Mr. Williams' start-up; correct?

22 A I don't remember when that was announced.

23 Q Okay. But you do recall that Qualcomm  
24 announced it was going to acquire NuVia; right?

25 A Yes.

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1 Q All right.

2 And do you learn -- do you recall how you  
3 first learned that Qualcomm was going to acquire  
4 NuVia?

5 A No, I don't.

6 Q [REDACTED]

7 [REDACTED]

8 MR. LLEWELLYN: Objection; form.

9 THE WITNESS: [REDACTED]

10 [REDACTED] [REDACTED] [REDACTED]

11 [REDACTED]

12 MS. DUNN: All right.

13 Q [REDACTED]

14 [REDACTED]

15 [REDACTED] [REDACTED] [REDACTED]

16 [REDACTED]

17 [REDACTED] [REDACTED]

18 [REDACTED]

19 [REDACTED]

20 [REDACTED] [REDACTED] [REDACTED]

21 [REDACTED]

22 [REDACTED] [REDACTED]

23 [REDACTED]

24 Q Okay. And your testimony is that [REDACTED]

25 [REDACTED]

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1

[REDACTED]

2

A

[REDACTED]

3

[REDACTED]

4

Q Okay. And in your 30 years at Arm, how many

5

times can you think of that

[REDACTED]

6

[REDACTED]

7

A Did you say how many times?

8

Q (Counsel nods head.)

9

A I -- I don't remember how many times that

10

happened.

11

Q Can you think of any time?

12

A Yes, I can think of examples.

13

Q Okay. What examples can you think of?

14

A

[REDACTED]

15

[REDACTED]

[REDACTED]

[REDACTED]

16

[REDACTED]

17

[REDACTED]

18

[REDACTED]

19

Q Okay. And apart from that example, can you

20

think of any other example where

[REDACTED]

21

[REDACTED]

22

[REDACTED]

23

A I can't think of another specific example.

24

MS. DUNN: Okay. And if we haven't already

25

asked for production of the agreement that the witness

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1 referred to, we are requesting it now. All right.

2 Q Sir, if you'll look at the document that's in  
3 front of you. This is an e-mail chain [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 Do you see that?

7 A Yes.

8 Q Okay. And again, [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 A That is correct.

15 Q [REDACTED]

16 [REDACTED]

17 A That is correct, yes.

18 Q Okay. [REDACTED]

19 [REDACTED]

20 MR. LLEWELLYN: Objection; form.

21 THE WITNESS: [REDACTED]

22 [REDACTED]

23 MS. DUNN: Okay.

24 Q And the subject of the e-mail is:

25 [REDACTED]

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1

[REDACTED]

2

Do you see that?

3

A Yes, I do.

4

Q All right.

5

If you look at the middle of page 1, this is  
an e-mail from [REDACTED]

7

[REDACTED]

8

A I believe he was. I don't know the details  
of his investment.

9

10

Q Okay. Well, he's writing [REDACTED], and  
he says -- you're CC'ed. It says:

11

12

[REDACTED]

13

[REDACTED]

14

Do you see that?

15

A I do.

16

Q Okay. And he goes on to say that -- strike  
that.

17

18

In this e-mail, [REDACTED]

19

[REDACTED]

20

[REDACTED]

21

[REDACTED]

22

[REDACTED]

23

MR. LLEWELLYN: Objection; form.

24

THE WITNESS: I don't know.

25

MS. DUNN: Okay.



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1 Q Well, at this time, had you discussed

2

3 A I don't know.

4 Q You might have, and you don't remember?

5 A I might have, and I don't remember.

6 Q Okay. And to your knowledge at this time,  
7 had anyone else discussed

8

9 MR. LLEWELLYN: Objection; form.

10 THE WITNESS: I don't know.

11 MS. DUNN: Okay.

12 Q And --

13 MR. LLEWELLYN:

14 MS. DUNN: Thank you.

15 Q And what is your recollection of what

16 -- strike that.

17 What is your recollection of what

18

19 A I have no recollection of what

20

21 Q Okay. And did you talk to him about it,  
22 either at this time or any time?

23 A Not that I recall.

24 Q Okay. In your job as CEO, would you have

25

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1

[REDACTED]

2

MR. LLEWELLYN: Objection; form.

3

THE WITNESS: I may have done. I don't

4

recall a [REDACTED]

5

MS. DUNN: Okay.

6

Q But you may have?

7

A I may have.

8

Q And -- but you can't say for sure?

9

A That's right. I can't say for sure.

10

Q And you can't say for sure what [REDACTED]

[REDACTED]

[REDACTED]; right?

12

A That is also right.

13

Q Okay. And you can't say for sure what [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] right?

16

MR. LLEWELLYN: Objection; form.

17

THE WITNESS: I -- I cannot say for sure what

18

[REDACTED]

[REDACTED]

[REDACTED]

20

MS. DUNN: Okay.

21

Q Do you remember a general conversation?

22

A No.

23

Q Okay. Do you remember [REDACTED]

[REDACTED]

[REDACTED]

25

MR. LLEWELLYN: Objection; form.

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1 THE WITNESS: I can remember [REDACTED]

3 MS. DUNN: Okay.

4 Q [REDACTED]

7 A Yeah, I don't remember us having

9 It's a long time ago now.

10 Q Okay. So is it your testimony that [REDACTED]

13 MR. LLEWELLYN: Objection; mischaracterizes  
14 testimony.

15 THE WITNESS: No. [REDACTED]

17 [REDACTED] I just don't remember specifics as I  
sit here now.

18 MS. DUNN: Okay.

19 Q [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED]